



VIA FEDERAL EXPRESS

July 8, 2008

Office of General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

MUR # 6035

2008 JUL -9 P 3 30

FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL

Re: Northern Trust, Senator Barack Obama

Dear Sir or Madam:

Judicial Watch is a non-profit educational foundation that is dedicated to combating government corruption. As part of its educational mission, Judicial Watch regularly obtains and analyzes information gathered and maintained by the Federal Election Commission (FEC) and other agencies of the federal government, then disseminates its findings to the public through various educational and outreach programs, including Judicial Watch's website and monthly newsletter. The obtaining, analyzing, and disseminating of such information is a very important part of Judicial Watch's operations.

On July 2, 2008, *The Washington Post* reported that Sen. Barack Obama received a mortgage loan from Northern Trust at the below market rate of 5.625% for \$1.32 million.¹ According to the *Post*:

The freshman Democratic senator received a discount. He locked in an interest rate of 5.625 percent on the 30-year fixed-rate mortgage, below the average for such loans at the time in Chicago. The loan was unusually large, known in banker lingo as a 'super super jumbo.' Obama paid no origination fee or discount points, as some consumers do to reduce their interest rates.

Compared with the average terms offered at the time in Chicago, Obama's rate could have saved him more than \$300 per month.²

¹ See Exhibit 1, Joe Stephens, "Obama Got Discount on Home Loan," *The Washington Post*, July 2, 2008 (http://www.washingtonpost.com/wp-dyn/content/article/2008/07/01/AR2008070103008_pf.html).

² *Ibid.*

Documents related to the loan were released by Sen. Obama's campaign and confirm the interest rate of 5.625% for a \$1.32 million loan.³

Experts consulted by the *Post* documented the below-market benefit to Sen. Obama:

In Obama's case, he received a lower rate than the average offered at the time in Chicago for similarly structured jumbo loans. He secured his final mortgage commitment on June 8, 2005, and during that week, rates on similar loans for which information is available averaged 5.93 percent, according to HSH Associates, which surveys lenders. Another survey firm, Bankrate.com, placed the average at 6 percent.

'It's certainly safe to say that this borrower did better than average,' said Keith Gumbinger, an HSH vice president, noting that consumer rates vary widely. 'It's a good deal.'

...The Obamas had no prior relationship with Northern Trust when they applied for the loan. They received an oral commitment on Feb. 4, 2005, and locked in the rate of 5.625 percent, the campaign said. On that date, HSH data show, the average rate in Chicago for a 30-year fixed-rate jumbo loan with no points was about 5.94 percent.⁴

The *Post* also reports that the favorable interest rate would save Sen. Obama over \$300 a month, which over the life of the 30-year loan, would be at least \$108,000.⁵

The *Washington Post* report also suggests that Northern Trust gave Senator Obama special treatment because he is a United States Senator:

'A person's occupation and salary are two factors; I would expect those are two things we would take into consideration,' said Northern Trust Vice President John O'Connell. 'That would apply to anyone seeking to get a mortgage at Northern Trust.' He added that the rates offered to Obama were 'consistent with internal Northern Trust rates at that time.'

³ See Exhibit 2, *Obama 08*, "Explore the Answer Center"; House Purchase Documents; "Final Commitment dated June 8th, 2005" (http://answercenter.barackobama.com/cgi-bin/barackobama.org/php/answer/ntd_alp.php?n_sid=NICHJR71&n_lv=-&n_l=-&n_accessibility=0&n_redirect=&n_page=1&n_ov=&n_ov=&n_prod=&n_rate=0&n_hidden_prod=&nst_lv11=0&n_search_text=home+loan&nsh_btn_submit=%C2%A0%C2%A0%C2%A0Search%C2%A0%C2%A0%C2%A0&n_new_search=1).

⁴ See Exhibit 1, *supra*.

⁵ See Exhibit 1, *supra*.

"The bottom line is, this was a business proposition for us," he said. "Our business model is to service and pursue successful individuals, families and institutions."

O'Connell referred additional questions to the [Obama presidential] campaign.⁶

According to the Center for Responsive Politics, cited by *The Washington Post*, since 1990, Northern Trust employees contributed \$71,000 to Senator Obama's political campaigns (which include campaigns for the federal offices of U.S. Senator and President).⁷ More directly, the Northern Trust political action committee gave \$1,250 to Senator Obama's 2004 campaign for the United States Senate.⁸

This information suggests that Northern Trust's discounted mortgage loan is actually a disguised campaign contribution to Senator Obama of at least \$108,000. At the time of he secured the mortgage (on June 8, 2005), it appears that Senator Obama was raising funds for his previous 2004 Senate campaign (Obama for Illinois, Inc.) and his 2010 reelection (Obama 2010, Inc.) to the United States Senate.

A \$108,000 campaign contribution by Northern Trust to any of Senator Obama's campaigns would violate federal laws that prohibit corporate contributions for any local, state, or federal election.⁹ In addition, we do not believe that Senator Obama's campaigns or Northern Trust has filed or intends to file disclosure reports on its contributions, as required by law.¹⁰

Judicial Watch is harmed by Northern Trust, Senator Obama, his campaign committees and other covered parties for their failure to file required and accurate FEC disclosure reports, as it disseminates the information in FEC reports as part of its non-profit mission to educate the American people about campaign finance law and its enforcement.

⁶ See Exhibit 1, *supra* (emphasis added).

⁷ See Exhibit 1, *supra*.

⁸ See Exhibit 3 "Northern Trust Contributions to Federal Candidates -- 2004 Cycle," OpenSecrets.org (Center for Responsive Politics). (<http://www.opensecrets.org/pacs/pacgot.php?cmte=C00024935 &cycle=2004>).

⁹ See 11 C.F.R. § 114.2(a).

¹⁰ See Exhibit 1, *supra*.

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In conclusion, on behalf of Judicial Watch, Inc., I hereby request that the FEC conduct an investigation into this matter.

Judicial Watch will use the information uncovered by this investigation to educate the American people about the laws governing our nation's campaign finance system.

Thank you for your prompt attention to this matter.

Sincerely,

JUDICIAL WATCH, INC.

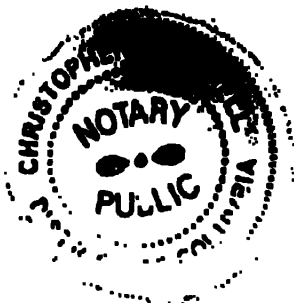

Thomas Fitton
President


I hereby swear that, to the best of knowledge and belief, that the foregoing is true and correct.


Thomas Fitton

City of Washington)
)
District of Columbia) ss.

Signed and sworn to before me on this 8th day of July, 2008, by Thomas Fitton,
President of Judicial Watch.




Christopher J. Farrell
Notary Public for the District of Columbia
My Commission expires: 11/14/09

29044224266

EXHIBIT 1

29044224267

□
washingtonpost.com

Obama Got Discount on Home Loan

Advertisement

Campaign Defends Lower Rate as Lender Competition for Business

By Joe Stephens
Washington Post Staff Writer
Wednesday, July 2, 2008; A03

Shortly after joining the U.S. Senate and while enjoying a surge in income, Barack Obama bought a \$1.65 million restored Georgian mansion in an upscale Chicago neighborhood. To finance the purchase, he secured a \$1.32 million loan from Northern Trust in Illinois.

The freshman Democratic senator received a discount. He locked in an interest rate of 5.625 percent on the 30-year fixed-rate mortgage, below the average for such loans at the time in Chicago. The loan was unusually large, known in banker lingo as a "super super jumbo." Obama paid no origination fee or discount points, as some consumers do to reduce their interest rates.

Compared with the average terms offered at the time in Chicago, Obama's rate could have saved him more than \$300 per month.

Obama spokesman Ben LaBolt said the rate was adjusted to account for a competing offer from another lender and other factors. "The Obamas have since had as much as \$3 million invested through Northern Trust," he said in a statement.

Modest adjustments in mortgage rates are common among financial institutions as they compete for business or develop relationships with wealthy families. But amid a national housing crisis, news of discounts offered to Sens. Christopher J. Dodd (D-Conn.), chairman of the banking committee, and Kent Conrad (D-N.D.) by another lender, Countrywide Financial, has brought new scrutiny to the practice and has resulted in a preliminary Senate ethics committee inquiry into the Dodd and Conrad loans.

Within Obama's presidential campaign organization, former Fannie Mae chief executive James A. Johnson resigned abruptly as head of the vice presidential search committee after his favorable Countrywide loan became public.

Driving the recent debate is concern that public officials, knowingly or unknowingly, may receive special treatment from lenders and that the discounts could constitute gifts that are prohibited by law.

"The real question is: Were congressmen getting unique treatment that others weren't getting?" associate law professor Adam J. Levitin, a credit specialist at Georgetown University Law Center, said about the Countrywide loans. "Do they do business like that for people who are not congressmen? If

- they don't, that's a problem."

Under financial disclosure rules, members of Congress are not obliged to disclose debts owed to financial institutions for personal residences. Names of lenders and rates paid on mortgages sometimes can be determined by scrutinizing property transaction records. In March, in response to media questions, Obama posted on his campaign Web site records related to his house purchase.

Last week, during debate on a bill to help homeowners caught in the foreclosure crisis, some members of the Senate ethics committee proposed an amendment to require that lawmakers disclose their mortgage lenders and loan terms in annual financial forms starting next year.

In Obama's case, he received a lower rate than the average offered at the time in Chicago for similarly structured jumbo loans. He secured his final mortgage commitment on June 8, 2005, and during that week, rates on similar loans for which information is available averaged 5.93 percent, according to HSH Associates, which surveys lenders. Another survey firm, Bankrate.com, placed the average at 6 percent.

"It's certainly safe to say that this borrower did better than average," said Keith Gumbinger, an HSH vice president, noting that consumer rates vary widely. "It's a good deal."

The Obama campaign called the rate "consistent with Northern Trust policies, and it reflected the base rate set for that period discounted to address the competition for the account and other opportunities, such as personal financial services, that the relationship would bring to Northern Trust."

When the Obamas secured the loan, their income had risen dramatically. Obama assumed his Senate seat in January 2005, with an annual salary of \$162,100. That same month, Random House agreed to reissue an Obama memoir, for which it originally paid \$40,000, as part of a \$2.27 million deal that included two future nonfiction books and a children's book.

Around the same time, the University of Chicago Hospitals promoted Michelle Obama to a vice president and more than doubled her pay, to \$317,000.

The couple wanted to step up from their \$415,000 condo. They chose a house with six bedrooms, four fireplaces, a four-car garage and 5 1/2 baths, including a double steam shower and a marble powder room. It had a wine cellar, a music room, a library, a solarium, beveled glass doors and a granite-floored kitchen.

The Obamas had no prior relationship with Northern Trust when they applied for the loan. They received an oral commitment on Feb. 4, 2005, and locked in the rate of 5.625 percent, the campaign said. On that date, HSH data show, the average rate in Chicago for a 30-year fixed-rate jumbo loan with no points was about 5.94 percent.

Jumbo loans are for amounts up to \$650,000, but the Obamas' \$1.32 million loan was so large that few comparables are available. Mortgage specialists say that many high-end buyers pay cash.

Obama's Republican opponent, Sen. John McCain, has no mortgages on properties he owns with his wife, Cindy, who is a multimillionaire.

Unlike Countrywide, where leaked internal e-mails documented a special discount program for friends of chief executive Angelo Mozilo, Northern Trust says it has no formal program to provide discounts

to public officials. Loan officers may consider a borrower's occupation when establishing an interest rate, the bank said.

"A person's occupation and salary are two factors; I would expect those are two things we would take into consideration," said Northern Trust Vice President John O'Connell. "That would apply to anyone seeking to get a mortgage at Northern Trust." He added that the rates offered to Obama were "consistent with internal Northern Trust rates at that time."

"The bottom line is, this was a business proposition for us," he said. "Our business model is to service and pursue successful individuals, families and institutions."

O'Connell referred additional questions to the campaign.

Since 1990, Northern Trust employees have donated more than \$739,000 to federal campaigns, including \$71,000 to Obama, according to the Center for Responsive Politics.

Obama's house purchase has been a source of controversy. In 2006, the Chicago Tribune reported that on the day of the closing, the wife of Obama's longtime friend and fundraiser Antoin "Tony" Rezko closed on an adjoining lot that had been the estate's side yard.

The Obamas bought the house for \$300,000 less than the asking price of \$1.95 million, while Rezko's wife, Rita, bought the neighboring lot for the full asking price of \$625,000. Rita Rezko later sold a portion of the undeveloped lot to the Obamas, enlarging the senator's yard.

Tony Rezko already had been linked to a grand jury investigation involving public corruption. Last month, he was convicted of 16 counts in an influence-peddling scheme that reached the highest levels of Illinois state government.

Post a Comment

View all comments that have been posted about this article.

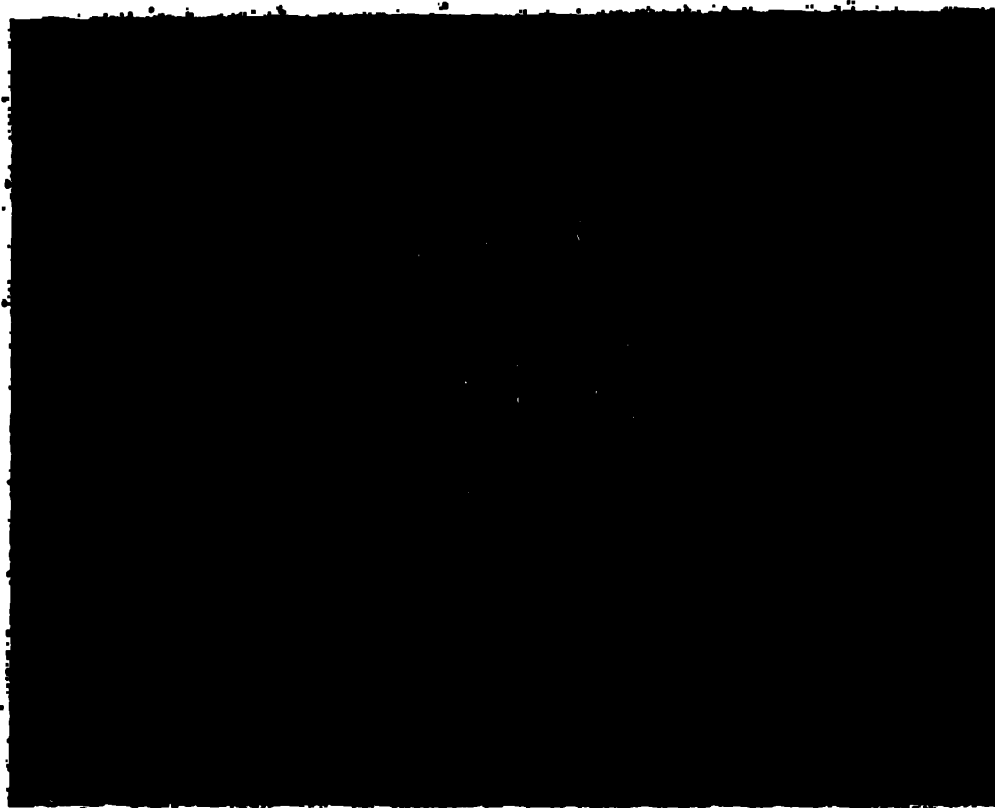
You must be logged in to leave a comment [Login](#) | [Register](#)

Comments that include profanity or personal attacks or other inappropriate comments or material will be removed from the site. Additionally, entries that are unsigned or contain "signatures" by someone other than the actual author will be removed. Finally, we will take steps to block users who violate any of our posting standards, terms of use or privacy policies or any other policies governing this site. Please review the full rules governing commentaries and discussions. You are fully responsible for the content that you post.

EXHIBIT 2

29044224272

29044224273



A magnificently restored Kenwood mansion


MetroPro

773-667-1000

www.metroprorealty.com

Exclusive Listing:

Donna Schwan Jackson

RM 4

A-00000-00

INFO NOT REAR. DURING PAST YEAR, IN. SE, REACHED TO NEAREST PT.

(0,400 sq ft. of elegance)

Price: \$1,650,000

Tax: \$12,938.07

BER/358A

4-mer Garage

Each of the four floors in this magnificent house of the century beauty retain the classic vintage appointments while offering the best of contemporary living.

The entry level has double beveled edge glass doors that carry the light into the entry. The sitting room, with hand-painted plaster moulding and elegant pocket doors, is to the north of the entry.

Your eye is immediately swept to the colors that have little wonder on the

The dining room has immediate access to the library study room with built in glass doors on the book cases and a built fireplace and mantel.

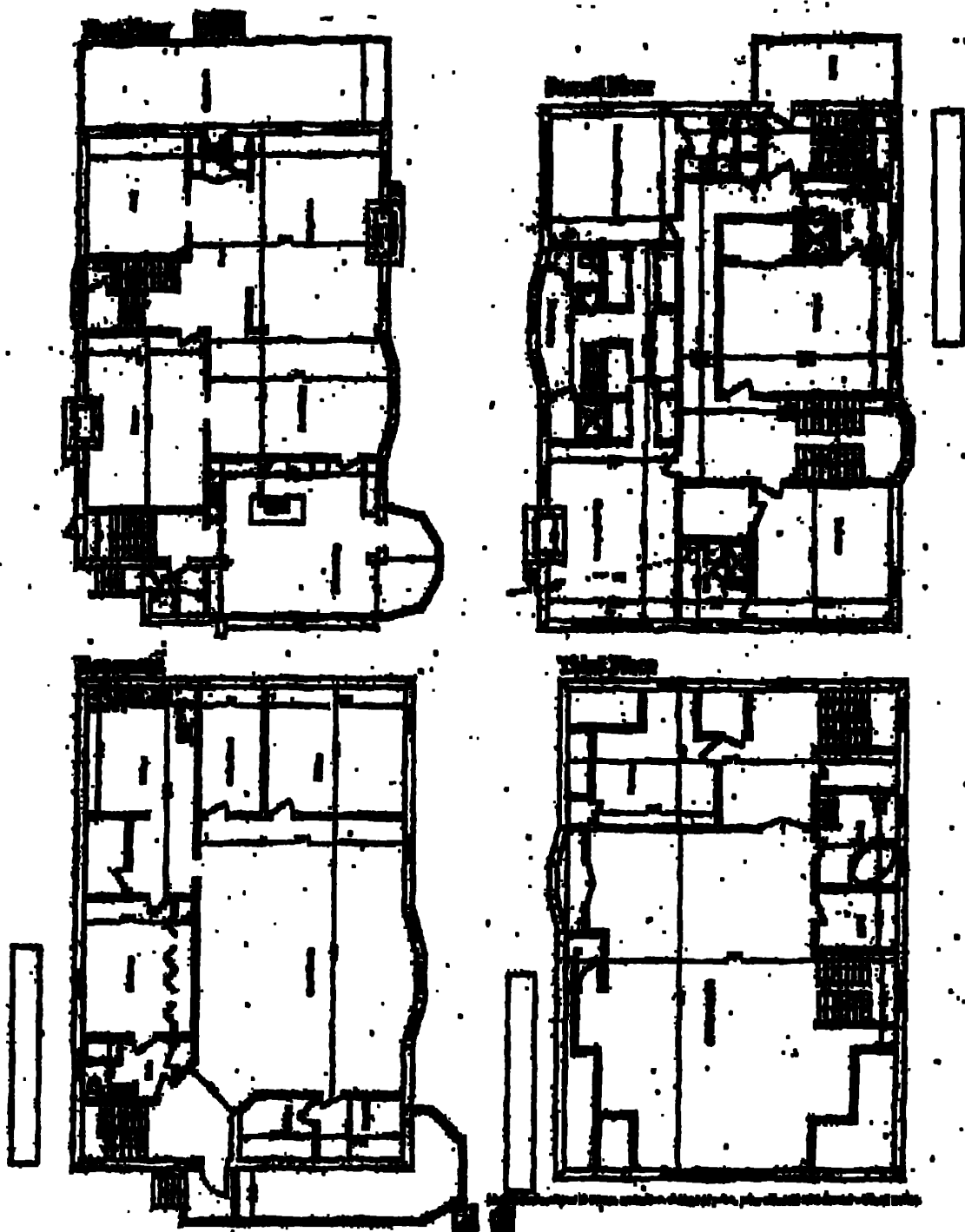
Livingston

The west and south walls of the kitchen are glass in the form a solarium in the eating area. The kitchen is well designed with cherry cabinets and top of the line appliances. The countertop and floor are granite. It is warm and inviting for a gathering of friends or preparing a meal.

1. **Identify the main topic of the passage.**

29044224275

29044224276



The powder room is down the stairs from the handsome main staircase. It is marble with a beautiful new bowl sink.

The master suite has a fireplace and windows that face east and south. The closets are original wood frames with inset three edged glass. The master bath has double doors and a vanity with hand painted tile. It also has a marble steam shower and private commode.

Each of the other bedrooms have a private new bath with marble floors and a walk in closet. The bedrooms are bright and light.

The third floor is a large family room with a private guest room and spa like bath. This large room has sky lights and Juliet Balcony.

The garden level has a private complete set in kitchen. The wine cellar has custom shelving. There is a great room with a private entrance and a large patio. The garden level also has a large storage room and plenty of storage.

This house has good air conditioning and a large central air unit. All of the systems, plumbing, heating and cooling are in great condition.

The best of both worlds, vintage and modern.

MetroPro

773-567-1000

www.metroprorealty.com

Real Estate

Donna Schwan Jackson

29044224277

29044224278

How important? Indicate 1-5

knowing that the children are not as good teachers as the adults but as teachers by the destiny.

EXHIBIT A LEGAL DESCRIPTION

The South 40 feet of the West 150 feet of Lot 3 and the South 30 feet of the West 150 feet of Lot 4, in Chicago-Tribune Subdivision of part of Lots 7 to 10 inclusive, in Block 16 in Lagoon, North and West Chicago's Subdivision of the West 1/4 of the Standard 14 and the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 36 North, Range 14, East of the Tenth Principal Meridian, in Cook County, Illinois.

POST

Address:

Chicago, Illinois 60615

DOI:10.1002/ajim.20048

29044224280

**FACSIMILE ASSIGNMENT
OF BENEFICIAL INTEREST**

for purposes of recording

Date June 2, 2005

Doc#: 0816000067
Exempt - Grant - Grant Fee \$25.00
Cook County Recorder of Deeds
Date: 06/02/2005 04:12 PM Pg 1 of 2

THE ABOVE SPACE FOR RECORDER'S USE ONLY

FOR VALUE RECEIVED, the assignor(s) hereby sell, assign, transfer, and set over unto assignee(s), all of the assignor's rights, power, privilege, and beneficial interest in and to that certain trust agreement dated the 10th day of May, 2005, and known as The Northern Trust Company Trust Number including all interest in the property held subject to said trust agreement.

The real property constituting the corpus of the land trust is located in the municipality(ies) of Chicago
_____ in the county(ies) of Cook, Illinois.

X Exempt under the provisions of paragraph 6, Section 31-45
of the real property transfer tax act. This recording is made pursuant
to the land trust recordation and transfer tax act.

____ Not Exempt - Affix transfer tax stamps below.

This instrument prepared by:
William A. Nicoli, Esq.
Chicago, IL 60610

Filing Instructions:

- 1) This document must be recorded with the recorder of the county in which the real estate held by this trust is located.
- 2) The recorded original or a stamped copy must be delivered to the trustee with the original assignment to be lodged.

STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

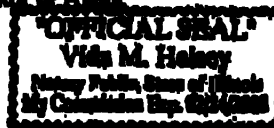
Dated June 2, 20 05

Signature: [Signature]

Grantor or Agent

Subscribed and sworn to before me
by the said

this 2nd day of June, 20 05
Notary Public [Signature]



The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

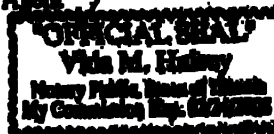
Dated June 2, 20 05

Signature: [Signature]

Grantee or Agent

Subscribed and sworn to before me
By the said

This 2nd day of June, 20 05
Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

29044224282



Robert R. Daley
Mayor

CITY OF CHICAGO
DEPARTMENT OF REVENUE
REAL PROPERTY TRANSFER TAX DECLARATION
FORM - 7551

STATUS []
For office use only

Note: This form must be filled out completely for ALL real estate transfers, including transfers for which an exemption is claimed (see Municipal Code 8-38-070). If any information is omitted, this declaration form will be deemed incomplete and you may be assessed penalties and interest. Please use black or blue ink. You must complete all pages of this form.

Section 1. General Information about Property

Street Number [] Direction [S]

Street Name []

Unit/Apt.# [] Zip Code [60615]

PIN []

PIN []

PIN []

For use by Cook County Recorder of Deeds
County document #

[]

Date []

☒ Check here if an exempt transfer

☐ Check here if in central business district (the area bounded by Lake Shore Drive, Halsted Street, Roosevelt Road, and Armitage Avenue).

Type of property (check appropriate box below)

1. ☒ Detached single family residence

4. ☐ Multi-unit residential building

7. ☐ Industrial

2. ☐ Condominium or Co-op

5. ☐ Mixed use (residential and commercial)

8. ☐ Vacant Land

6. ☐ Townhome

9. ☐ Commercial

3. ☐ Other (you must attach a description)

Indicate number of residential units, if any:

[]

Section 2. Interest Transferred (check appropriate box below)

1. ☐ Fee title

3. ☐ "Lease interest in a ground lease"

5. ☐ Interest in a real estate co-op

2. ☒ Beneficial interest in a trust

4. ☐ "Controlling interest in a real estate entity"

6. ☐ Other (you must attach a description)

29044224283

ACCOUNT NUMBER

KEYWORD NUMBER

For use by Department of Revenue

Section 3. Transfers exempt from tax (check appropriate box below)

- A. ☐ Transfer of real property made prior to January 1, 1974, where the deed was recorded after that date, or assignment of beneficial interest in real property dated prior to July 18, 1985, where the assignment was delivered on or after July 18, 1985.
- B. ☐ Transfer involving real property acquired by or from a governmental body, or acquired by a not-for-profit charitable, religious, or educational organization, or acquired by any international organization not subject to local taxes. (IRS notice granting 501(c)(3) exemption must be attached.)
- C. ☒ Transfer in which the deed, assignment or other instrument of transfer secures debt or other obligations.
- D. ☐ Transfer in which the deed, assignment or other instrument of transfer, without additional consideration, confirms, corrects, modifies, or supplements a deed, assignment, or other instrument of transfer previously recorded or delivered.
- E. ☐ Transfer in which the transfer price is less than \$500. You must explain (attach additional sheet if necessary).
- ☐ Transfer to trust by beneficiary (see).
- ☐ OR ☐ Other: _____
- F. ☐ Transfer in which the deed is a tax deed.
- G. ☐ Transfer in which the deed, assignment or other instrument of transfer releases property which secures debt or other obligations.
- H. ☐ Transfer in which the deed is a deed of partition. Note: If a party receives a share greater than its undivided interest in the real property, then it must pay tax on any consideration paid for the excess.
- I. ☐ Transfer between a subsidiary corporation and its parent or between subsidiary corporations of common parent pursuant to a plan of merger or consolidation or pursuant to an agreement providing for the sale of substantially all of the seller's assets.
- J. ☐ Transfer from a subsidiary corporation to its parent for no consideration other than the cancellation or surrender of the subsidiary's stock, or transfer from a parent corporation to its subsidiary for no consideration other than the issuance or delivery to the parent of the subsidiary's stock.
- K. ☐ Transfer made pursuant to a confirmed plan of reorganization as provided under section 1146 (c) of Chapter 11 of the U. S. Bankruptcy Code of 1978, as amended.
- Provide bankruptcy court docket number:
- State of Filing/Court District /
- L. ☐ Transfer of the life to, or beneficial interest in, real property used primarily for commercial or industrial purposes located in a city enterprise zone.
- Provide enterprise zone number:
- M. ☐ Transfer in which the deed is issued to the mortgagee or secured creditor pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure.
- N. ☐ Transfer in which the purchaser has completed the State of North Carolina Home Ownership Made Easy Program (HOME).

For use by Department of Revenue

1. Enter the earlier of (1) the date of delivery or (2) the date of recording of the instrument of transfer.

06055039

2. Does any part of the transfer price consist of consideration other than cash? If yes, attach separate sheet with description of consideration.

Yes ☐ No ☒

3. Is any part of the transfer price contingent upon the occurrence of a future event or the attainment of future levels of financial performance? If yes, attach explanation.

You ☐ No ☒

Section II. Completion of line amounts purchased (transfer price must be included on line 1, even if transfer is exempt; if exempt, do not transfer beyond line 1). NOTE: With the exception of line 2, you must round to the nearest whole number for the following amounts.

- 1. Transfer price (note: transfer price includes consideration in any form, determined without any deduction for royalties). (see Reg. 3.63-2(b)(1)).**

00.00

- 2. Divide line 1 by \$800.00 (note: you must round up to the nearest number).**

--	--	--	--	--	--	--	--

- 3. Total value of tax stamps purchased (multiply line 2 by \$2.75)**
- _____

[illegible]

4. Interest (see Section 3-4-190) _____

[illegible]

- 6. Penalty (see Sections 3-4-200 and 3-33-110)**.....

[illegible]

6. Total tax, penalty, and interest due (add lines 3, 4, and 5)
- \$1,000.00

[illegible]

- 7. Total tax, penalty, and interest paid**

[illegible]

Section 2. Title Company Information

- ☐
- Check this box if the company is not utilized.

Title Company Name[illegible]

Tide Co. Representative

First Nations

Link: News

[illegible]**Title Company Code # (applicable only if the company needs Chicago tax stamps)**

--	--	--	--	--	--

ACCOUNT NUMBER

REVISION NUMBER

For use by Department of Revenue

Section 7. Affidavit of Parties

Seller/Transferor Statement

Under penalty of perjury, I certify that I have completed this return and it is true, correct, and complete.

Name of Seller if individual

PARACE MICHAEL

Name of Seller if not individual (include full name and number if trust)

Mailing Address (after sale)

Daytime Phone Number

City

State

Zip

CHICAGO IL 60612

Signature of Seller or Seller's agent (required)

Date

Nancy K. Guinn

06/22/05

Name of individual signing Seller/Transferor Statement (if not the seller)

NANCY K GUINN

Title

PARALEGAL

Mailing Address

Daytime Phone Number

City

State

Zip

CHICAGO IL 60613

Business or Firm Name

WING & BARNHILL & GALLAND, P.C.

Buyer/Transferee Statement

Under penalty of perjury, I certify that I have completed this return and it is true, correct, and complete.

Name of Buyer if individual

Name of Buyer if not individual (include full name and number if trust)

MILTON L. BARNHILL, JR. & S. M. NANN

Mailing Address (after sale)

Daytime Phone Number

29044224286

ACCOUNT NUMBER

REVISION NUMBER

For use by Department of Revenue

City

State

Zip

Signature of Buyer or Buyer's Agent (required)

Date

Name of Individual Signing Buyer/Trustee's Statement (if not the buyer)

Title

Mailing Address

Debit/Phone Number

City

State

Zip

Buyer's or Firm Name

Section 3. Department Certifications

1. **Building Registration Certificate.** A certificate of registration issued by the Department of Buildings is required for buildings containing either 4 or more family units or sleeping accommodations for 16 or more persons (except if the building is a condominium or a co-op) (Municipal Code 13-10-070). The certificate may be obtained from the Department of Buildings in room 803 of City Hall. Check the applicable box:

☐

Registration certificate submitted

☒

Registration requirement is not applicable

2. **Zoning Compliance Certificate.** A certificate of zoning compliance is required for residential property zoned for, or occupied by, buildings having five or fewer units (except if the building is a condominium, a co-op, or a newly constructed dwelling unit to the initial occupant (Municipal Code 9-33-045)). The certificate may be obtained from the Department of Zoning in room 802 of City Hall. Check the applicable box:

☐

Zoning certificate submitted

☒

Zoning certificate is not required

3. **Water Department Certification** (available at 333 South State Street, Room L L10) is required for ALL non-exempt real property taxation.

The Department of Water certifies that all water and sewer charges rendered up to

are paid in full for property located at

Account #

Application #

Certified by

Date

ACCOUNT NUMBER

REVISION NUMBER

For Use by Department of Revenue

Section 8. Preparer Information (only preparer's name is required if other information about preparer is disclosed in Section 7 above.)

Name of Preparer

AMILLIAM A MIGUEL

Business or Firm Name

MIGUEL ZAPACHIL & GARCIA, P.C.

Mailing Address

Daytime Phone Number

3127517170

City

CHICAGO

State

IL

Zip Code

60610

Date

06-02-2005

Section 16. Where to File This Form and Purchase Transfer Stamps

1. If this deed or other instrument of transfer is recorded, then file this form with the Cook County Recorder of Deeds, County Building, 118 North Clark Street, Room 112, Chicago, IL 60602.
2. If the deed or other instrument of transfer is not recorded, then file this form with the Chicago Department of Revenue, 121 North LaSalle Street, Room 107, Chicago, IL 60602.
3. Real Property Transfer Stamps may be purchased at the Chicago Department of Revenue, 121 North LaSalle Street, Room 107, Chicago, IL 60602.

Place water validation stamp below line

Effective date: 12/1/2001

For DOR Use Only

Postmark Date

Receipt Number

29044224289


In consideration of a loan (the "Loan") made by The Northern Trust Company to the undersigned and TRUSTEE BANK FOR LAND TRUST: The Northern Trust Company not personally but solely as Trustee of that certain Trust and LAND TRUST AGREEMENT DATE: 05/16/2005 Trust No. [LAND TRUST AGREEMENT NUMBER] ("Trust"), the undersigned beneficiaries ("Beneficiaries") of the Trust hereby covenant and agree not to assign, transfer or hypothecate in any manner all or any part of the beneficial interest under the Trust. The Beneficiaries warrant and direct that the Trustee not accept or register on its trust records any assignment or execute any instrument upon the direction of any party unless and until approved in writing by The Northern Trust Company.

Trustee acknowledges receipt of this document.

BENEFICIARIES:


Name: Barack Obama

29th day of May, 20 05


Name: Michelle Obama

29th day of May, 20 05

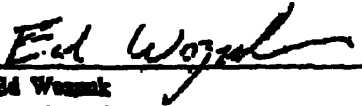
Name: _____

_____ day of _____, 20 ____

Name: _____

_____ day of _____, 20 ____

The Northern Trust Company

By: 
Ed Wozniak
PROCESSOR

23 day of May, 20 05

ACCEPTED:

TRUSTEE BANK FOR LAND TRUST: The Northern Trust Company, as Trustee of the
Trust Agreement dated LAND TRUST AGREEMENT DATE: 05/18/2005
and known as Trust No. LAND TRUST AGREEMENT NUMBER: 10209

By:  (Seal)

Name: PEGGY PETERS

Title: Vice President

Date: June 15, 2005

The Northern Trust Company
1000 Lombard Hall Road Mt. Laurel, NJ 08054

RE: CHICAGO, IL 60615

Registration No: - - - - -

**REQUEST FOR WAIVER OF
TAX AND INSURANCE ESCROW REQUIREMENTS**

I am requesting that The Northern Trust Company waive the requirement that real estate tax and hazard insurance payments be collected in my monthly mortgage payment as required in the mortgage documents.

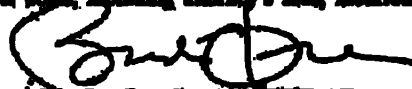
I realize that I am solely responsible for maintaining the required insurance coverage on my property and the payment of all premiums when due. Also, that I am responsible for the timely payment of all taxes on the property.

I also acknowledge that, should The Northern Trust Company become aware of the non-payment of these items, they will bring the account current and immediately begin escrowing for these and all future tax and hazard insurance payments.

I hold The Northern Trust Company harmless from any penalties, losses, liens or other cost, including attorney's fees, incurred as a result of my non-payment of these items.

FLOOD INSURANCE AUTHORIZATION

I understand that if in the future my property requires flood insurance, I will obtain a flood insurance policy. I realize that I am solely responsible for maintaining the required insurance coverage on my property and the payment of all premiums when due. I also acknowledge that should you become aware of the non-payment of these premiums you will pay the outstanding premiums or place your insurance on my property. In addition, you will immediately begin collecting for these and all future flood insurance payments. I hold you harmless for any penalties, losses and other costs, including attorney's fees, incurred as a result of my non-payment.



CUSTOMER SIGNATURE

DATE

- Eustach Olszka

6-10-05



CUSTOMER SIGNATURE

DATE

Michelle H. Olszka

6-10-05

CUSTOMER SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE



SHAPIRO SURVEYING, P.C.

Professional Liability Survivors

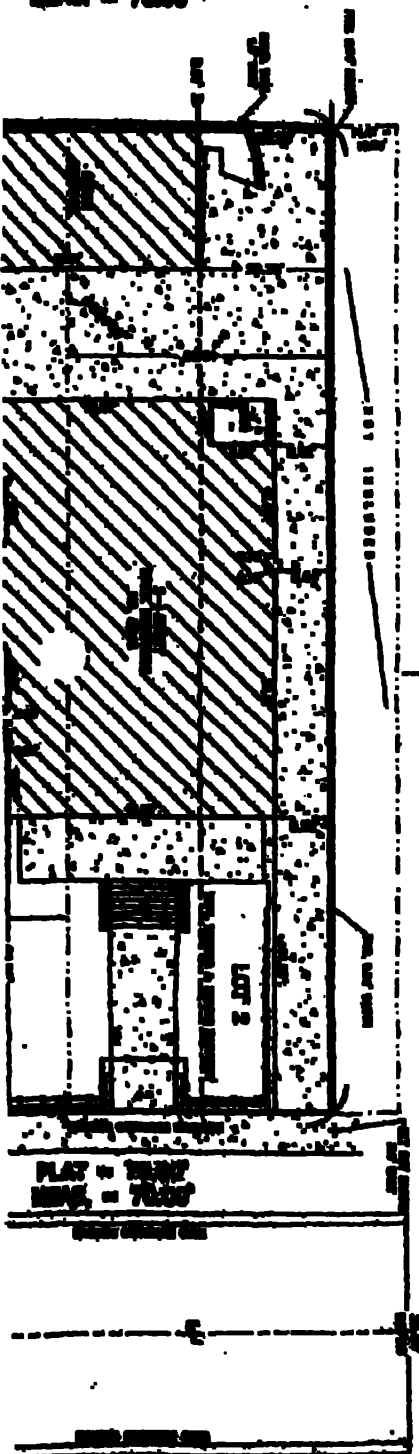
一、 项目背景与意义



PLAT OF SURVEY

THE ABOVE AS PART OF THE EAST TWO FEET OF LOT 1 AND THE SECOND 20 FEET OF THE EAST TWO FEET OF LOT 1 IN BLOCK AND BUILDING COMMUNITIES OF PARTS OF LOTS 7 AND 8 REQUIRING, IN ORDER TO BE TOWNED, LAYED OUT AND CONVEYED TO SUBDIVISION OF THE EAST 1 OF THE AFORESAID 1 AND THE NEIGHBORHOOD 1 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN TOWNSHIP 20 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PLAT - 100.00' MEAS - 100.00'



PLAT = 70.00'
MEAN = 70.00'

PLAT - 70002
INDEX - 70003

29044224292

1 OF 1

© SHAPIRO SURV. CO. P.C. 2005

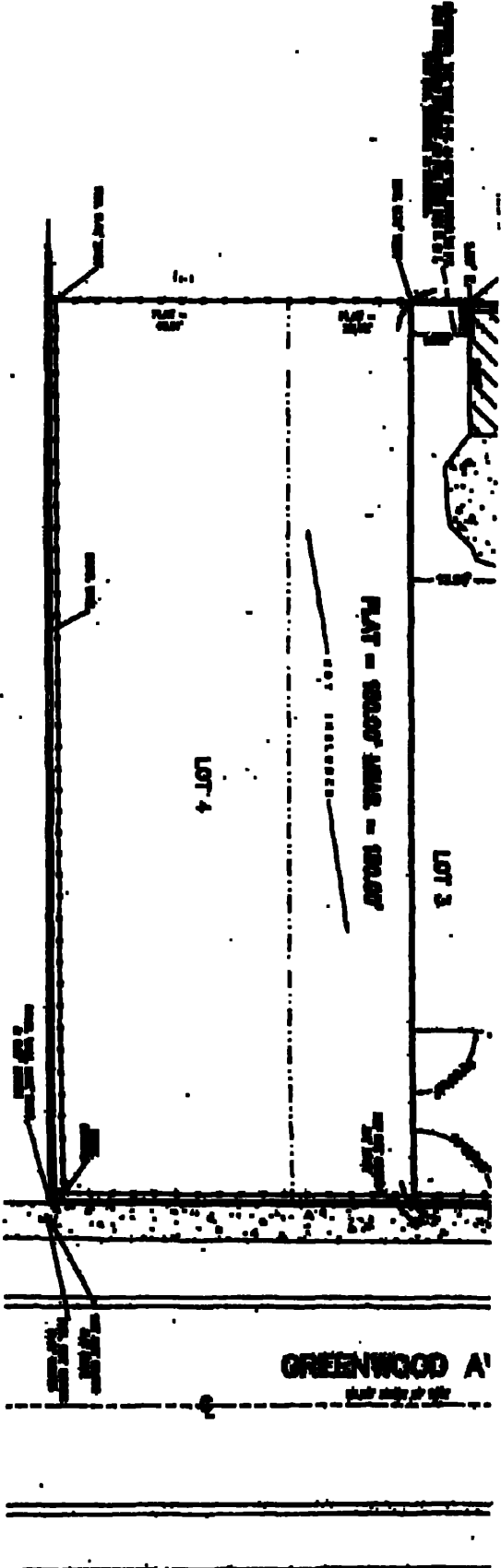
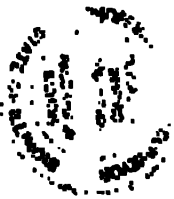
NOTICE TO THE PUBLIC
THIS IS A PRELIMINARY MAP OF THE
LANDS OF THE STATE OF NEW YORK
AND THE SAME ARE NOT TO BE
CONSIDERED AS A FINAL MAP
UNLESS SO INDICATED BY THE
COMMISSIONER OF THE LANDS

TO THE PUBLIC
THESE MAPS ARE NOT TO BE
CONSIDERED AS A FINAL MAP
UNLESS SO INDICATED BY THE
COMMISSIONER OF THE LANDS

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STATE OF NEW YORK
COMMISSIONER OF THE LANDS
TO THE PUBLIC
THESE MAPS ARE NOT TO BE
CONSIDERED AS A FINAL MAP
UNLESS SO INDICATED BY THE
COMMISSIONER OF THE LANDS

David J. Shapiro
Commissioner of the Lands



FINAL COMMITMENT

Date: June 05, 2005
Loan Number: 1
Customer: Bank One
1000 N. Dearborn, St. Louis, MO 63103

Property Address: CHICAGO, IL 60615

Dear: Bank One
Michelle R. Jones

Completion: The National Trust Company is pleased to have a mortgage loan commitment to you which reflects the final terms of your loan.

A. Your Approved Loan Terms

Loan Amount: \$1,350,000.00
Term: 30 years
Rate: 6.50%
Monthly Payment: \$8,000.00
Total Loan Amount: \$1,350,000.00
Approved Interest Rate: 6.50%
Rate Lock Expiration Date: 06/27/2005
Initial Payment (Principal and Interest): \$7,595.57
Private Mortgage Insurance Required: NO
Initial Monthly PMI Payment: \$
Assessable (Y or N): N
Fannie Mae Selling: NO
Refinance Payment Required (Y or N): N
Product: 30 yr Fixed Rate ARM (ARM)

Loan to Value Ratio: 40.00%
Loan Type: (FHA/VA/Other) Conventional
Commitment Expiration Date: 06/27/2005
Borrower's Signature Required: NO
Trust Signature: NO
Homeowner's Insurance Required: NO
PMI Signature Required: NO
Flood Insurance Required: NO
MIF required (FHA loans): NO
Escrow Payment Frequency: (Y or N) N
Rate Lock Option: ☒ Lock ☐ Rate Protect

☐ First ☐ 1st First Down

If your loan is an Adjustable Rate Mortgage, the following additional terms apply:
Index: 10-year Treasury
Margin: 0.00%

First Adjustment:

Subsequent Adjustments:

If your loan is a Reverse payment loan, please refer to your program description.

B. Points and Fees in connection with your loan

Total points: 0.00%
Origination fee: 0.00%
Disbursement fee: 0.00%
Commitment fee: 0.00%

C. Conditions to Commitment: Please read the conditions listed below carefully. They are a part of this commitment.

PLEASE SIGN AND RETURN THIS FINAL COMMITMENT.

YOUR RESPONSIBILITIES

These items are needed at the closing:

* Provide a copy of the front and back of either a Driver's License, a State issued non-driving ID, a passport, or a State Government issued ID

OUR RESPONSIBILITIES

* Lend the money to you in the amount of \$1,350,000.00

D. Inspections - Third Party Inspection: Inspections are required only if requested by the applicant and noted in the Commitment.

E. Assumability

☒ This loan is assumable.

☐ Your rights and obligations under the note and mortgage are assignable under certain conditions detailed in your loan documents.

29044224295

Doc#: 0881540080
Engage "State" Mform Fee: \$98.00
Cook County Recorder of Deeds
Date: 06/06/2008 09:47 AM Pg: 1 of 2

[Space Above this Line for Recording Data]

RELEASE DEED

**"FOR THE PROTECTION OF THE OWNER, THIS RELEASE
SHALL BE FILED WITH THE RECORDER OF DEEDS
IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED"**

KNOW ALL MEN BY THESE PRESENTS, That MidAmerica, Inc., A corporation existing under the laws of the United States, in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby release, convey and quit-claim unto FREDRIC E WONDERSPOED AND GALLY RADOVICK all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage Deed, recorded in the Recorder's Office of COOK County, in the State of Illinois, as Document Number 00880071 & 0020348437 and Assignment of Mortgage recorded in the Recorder's Office of COOK County, in the State of Illinois, as Document Number , to the premises therein described situated in the County of COOK, State of Illinois, as follows, to-wit:

THE EAST 180 FEET OF LOT 3 (EXCEPT THE NORTH 20 FEET THEREOF) AND THE EAST 180 FEET OF LOT 4 IN CLARK AND TRINOR'S SUBDIVISION OF PART OF LOTS 7 TO 10 INCLUSIVE, IN BLOCK 16 IN LYMAN, LARSEN AND WOODBRIDGE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

see reverse side for additional legal description

Property Street Address:

CHICAGO IL 60615-2806, AND

PM:

CHICAGO IL 60615-2806

IN WITNESS WHEREOF, The said MidAmerica Inc. has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and or Asst. Vice President, and attested by its Assistant Secretary, this 10TH day of JUNE A.D., 2008.

(Seal)

MidAmerica Inc.

BY:

Mr. Ryan Vice President

ATTEST:

Rolande Kingdon Asst. Vice President

* Formerly known as MidAmerica Bank

BOX 334 CTI

ADDENDUM TO FINAL COMMITMENT

C. Conditions to commitment, continued.

ADDITIONAL INFORMATION TO REMEMBER ABOUT YOUR LOAN

1. Payments you make to the lender are used to pay interest and principal on the loan. You must make payments on time to avoid defaulting on the loan and losing your car. Payments are due on the 1st of each month. Payments are due on the 1st of each month. Payments are due on the 1st of each month.

29044224296

Carla (67005) Martinez, Ph.D. 12-10-05
Applicant Name Social Security Date Applicant Name Social Security Date

Applicant Name Date Applicant Name Date

Applicant Name Address to Which Payments Applicant Name Address to Which Payments

Applicant Name

STATE OF ILLINOIS

COUNTY OF DUPage

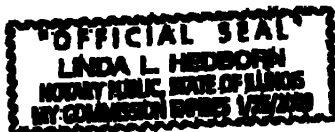
SS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of MidAmerica Bank THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and attached the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN Under my hand and official seal, the day and year first above written, To:

MY COMMISSION EXPIRES: 1.25.2009

Linda L. Hedborn
Notary Public



This instrument was prepared by:
Kenneth Koranda
2850 Warrenville Rd. Ste 500
P.O. Box 7039
Downers Grove IL 60515-1721

When Recorded Return to:
MidAmerica Bank
2850 Warrenville Rd. Ste 500
P.O. Box 7039
Downers Grove IL 60515-1721

THE SOUTH 40 FEET OF THE EAST 160 FEET OF LOT 2 AND THE NORTH 30 FEET OF THE EAST 160 FEET OF LOT 3, IN CLARK AND TRAMER'S SUBDIVISION OF THE PARTS OF LOTS 7 TO 10 INCLUSIVE, IN BLOCK 16 IN LINDA L. LARSEN AND WOODENWOOD'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

CHASING AGENT ATTORNEY **Conditional Instructions**

Contract No. **David Chase, Michael R. Chase**

Loan Rep. #
 Chasing Date: **10/1/2015**
 Property Address: **CHICAGO, IL 60615**
 Interest Rate: **5.4%**
 Loan Rep. # **1000000000**
 Mortgage Amount: **1,200,000.00**
 Principal & Interest: **\$7,000.00**
 First Payment Date: **August 1st, 2015**
 Maturity Date: **July 1st, 2025**

Dear Agent:
 In order to ensure a smooth and efficient closing, please follow the enclosed instructions carefully.

If you or your customer have any questions, please contact one of our Closing Professionals at (800) 887-4242 and enter extension 1000 when connected.

If closing is postponed or cancelled, please contact your Closing Representative immediately. As you are aware this loan is a mortgage, therefore please send the Closing Documents to the following address:

LOAN CONDITIONS

- ☐ Any Changes to the Interest Rate, Loan Amount, or RM, require immediate contact with your Closing Representative and submission of the Note and a new Form provided by the Lender to be re-accepted by all borrowers.
 - ☐ All payments and charges must be submitted by all borrowers at the point of acceptance.
 - ☐ All borrowers must sign copies in their own names on the separate form.
 - ☐ All applicable addendums are to be executed and attached to the Note.
- The Note with original signatures and a certified true copy are to be returned to Lender in the enclosed UPS envelope.

All conditions must be met before proceeding with closing. If these conditions are not met, or you have any questions, please contact your Closing Representative immediately. All conditions must be returned in any closing package.

Please fax preliminary HUD to Jamie West at (800) 887-4242 in advance of closing with documents.

URGENT NOTICE: You have indicated that your closing attorney fee is \$1000.00. This amount is the only fee we authorize you to collect for closing this loan unless you notify us in writing of a change so that we can prepare our Title Insurance (Truth in Lending) for closing. Title fee directly affects the APR and the Annual Payment on the TIL.

Please attach mailing package within 24 hours of closing.

Please attach your disclaimer envelope for the first copies and your gift package for others.

URGENT NOTICE: To comply with the Truth in Lending Act, you are required to obtain customer identification and use the information to complete the Chasing Agent Verification Letter.

- Provide a copy of the front and back of either a Driver's License, a State issued non-identifying ID, a passport, or a State Government issued ID

• "On the Notarized" Please fax your HUD to (800) 887-4242 or e-mail to chasing@chasing.com prior to closing for verification and approval. Please have photos taken before 2:00 PM Chicago time that the Loan is closed, 10/1/2015.

• "On the Notarized" Please fax your HUD to (800) 887-4242 or e-mail to chasing@chasing.com prior to closing for verification and approval. Please have photos taken before 2:00 PM Chicago time that the Loan is closed, 10/1/2015.

29044224299

FINANCIAL INFORMATION

Our loan included in the "net book" except as described on the attached HUD-1 Statement Statement Worksheet. All things due The Northern Trust Company except all money deposits and corresponding fees, if applicable, are reflected from the mortgage proceeds. You must collect funds in accordance with the attached HUD-1 Statement Worksheet and Aggregate Borrow Adjustment to establish the statement before closing. These funds must be received with our payee.

All changes must appear on the HUD-1 Statement Worksheet.

- ☐ Funds will be closed on 08/14/2008.
☐ Funds will be closed. However, you must provide your Closing Representative with your wiring instructions (including any steps in advance of disbursement date).

[REDACTED]

South Realty Group
25 Maroon Chase - New York, NY 10017
Services as agent for The Northern Trust Company

DOCUMENT INFORMATION

- All documents are to be executed equally at equal.
- All forms must be properly dated, released and notarized.
- The Agent of Attorney is to be signed. Check the documents and be signed. Additionally, and a copy of the specific Power of Attorney is to be held for approval.
- Any changes to our documents must be indicated by the Closing Representative. Do not use white ink. All changes must be indicated by notation.
- If legal description is not attached, verify each case is mortgage/hold prior to recording.
- Original copy of each of our documents must be provided to lender's office immediately after closing.
- Please deliver the "NECESSARY DOCUMENTS" envelope to our customer together with the Payment Coupon at closing.

ALL OF THE FOLLOWING ITEMS, PROPERLY EXECUTED, MUST BE RETURNED IN THE ENCLOSED FIRST AND LASTING MAIL ENVELOPE WITHIN 24 HOURS OF CLOSING. IF THERE IS A CARRIER OTHER THAN UPS (ENCLOSED RETURN ENVELOPE) PLEASE BE CERTAIN TO USE ADDRESS BELOW.

Items to be
Returned to
Closing Representative

Required

- | | |
|--------------------------|---|
| <input type="checkbox"/> | None (When original and certified copy) |
| <input type="checkbox"/> | OR counter signed with a POA, a copy must be attached to the Original Note. |
| <input type="checkbox"/> | Mortgage/Deed of Trust (When original, when certified copy) |
| <input type="checkbox"/> | Trust in Lending Disclosure |
| <input type="checkbox"/> | Conditions of Loan/Disbursement Page (HUD) |
| <input type="checkbox"/> | Fully executed HUD-1 Statement Worksheet |
| <input type="checkbox"/> | Fully executed Addendum to HUD-1 Statement Worksheet |
| <input type="checkbox"/> | Initial Borrower Acknowledgment (If applicable) |
| <input type="checkbox"/> | The Authorization Worksheet |
| <input type="checkbox"/> | The Information Form |
| <input type="checkbox"/> | Noted borrower letter with 1 year paid receipt/affidavit of |
| <input type="checkbox"/> | homeowner's statement |
| <input type="checkbox"/> | Final borrower application with 1 year paid receipt (If applicable) |
| <input type="checkbox"/> | Check for required mortgage |
| <input type="checkbox"/> | Copy of most recent tax bills |
| <input type="checkbox"/> | The White Form |
| <input type="checkbox"/> | Noted borrower's signed Option Form |
| <input type="checkbox"/> | Noted borrower's Loan Application |
| <input type="checkbox"/> | HUD-1 Addendum to Application |
| <input type="checkbox"/> | Home Certificate |
| <input type="checkbox"/> | Customary Notarized Noting Address Form |
| <input type="checkbox"/> | Notarized Noting Form |
| <input type="checkbox"/> | Check for Noting After Closing |
| <input type="checkbox"/> | Full borrower's acknowledgment |
| <input type="checkbox"/> | Notarized/acknowledgment affidavit, as required |
| <input type="checkbox"/> | Notarized closing letter |
| <input type="checkbox"/> | Notarized copy of specific Power of Attorney (If applicable) |
| <input type="checkbox"/> | Right of Possession - HUD-1 Statement Worksheet |
| <input type="checkbox"/> | New Certificate/Noting/Initialing Certificate of Company |
| <input type="checkbox"/> | Agreement, Agreement |
| <input type="checkbox"/> | Other |
| <input type="checkbox"/> | Other |
| <input type="checkbox"/> | Other |

Closing Package must be returned within 24 hours of disbursement of the

Notarized by the
Closing Representative (Notary Public)
25 Maroon Chase, New York, NY 10017

HOW LONG FOR THE DEFENSE AMOUNT THAT MUST BE PAID ON THIS LINE IS \$ 200.00. (A) NOT SUBJECT TO THE 1 PERCENT CHARGE ON DEFENSE AMOUNT IS SUBJECT TO YOUR CREDIT AGREEMENT.

- All past expenses due as well as any other lost claims that must appear on the JEDs, even if paid outside of clearing.
- Writing JEDs then will be any fee, please submit your Closing Supplement over the instructions.
- Please show named insurance providers to the JED, including providers that are paid outside of clearing, if applicable.

NO	Description	Provider	P.O.C.	Refund From (Add To) Our Fund
001	Colgate For \$2.00	W		
002	For The Southern Bank Company			
003	Edward Fols \$1.00	W For the Southern Bank Company		
004	Applied For The			
005	Child Representative For The	and others, South		
006	South American American, South, South			
007	Applied For The			
008	Applied For The Southern Bank Company			
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Selected From (Added To) Words

3-4424-02 (2)

The following items have been added to our books:

References

Many gold coins by Captain
Application Fee
WHEELA Mortgage Fee
Closing Costs Paid by Buyer
Closing Costs Paid by Seller
Fee to Record Assignment
Interest Credit
Land Conveyance

**That's Why We Want You To Be
A MEMBER OF THE
SOUTHERN TRUST - INVESTOR
TOTAL ASSOCIATION** The Southern Trust Company FIDELITY

3. _____ (9)

CARE PLANS FOR FURNISHING

Points are refunded on a value plan of \$ 1,000,000.00. If there has been ANY CHARGES in this account, ~~NO POINTS~~ NO POINTS without approval from your Claiming Representative, listed on Page 1.

14-00000
 14-00000
 14-00000

REF-10000 **\$ 3,510.00****1010-1-1987 REVISED PUBLIC HEALTH**

NUMBER OF PAGES: 320 ☐ YES ☒ NO

NSA will not be satisfied with the Agency Method (see TAD Report, NSA-1 and NSA-2) until it is satisfied with an adjustment based on the Agency Calculation Method. TAD will collect and return data to NSA with the same Agency Method Working method.

Abstract

29044224300

TWP MORTGAGE FORMS - 1001221-712-1

29044224301

ACCEPTANCE OF ASSIGNMENT

Lender hereby accepts the foregoing Assignment subject to all of the provisions of the Trust Agreement, this
15th day of June, 2005.

Lender:

By: *Dennis Hamon*

(Signature)

As: *Crosby M. Hamon*

(Title)

RECEIPT AND AGREEMENT

This will acknowledge receipt of a duplicate of the above Security Assignment as of the date below. The undersigned represents that, as disclosed by its records, as of the date below

Barack Obama and Michelle R. Obama

is (are) the sole unencumbered owner(s) of the entire beneficial interest in the Trust Agreement described above.

Dated this 15th day of June, 2005,

The Northern Trust Company

as Trustee under Trust Agreement

dated 05/18/2005

and known as Trust No.

By: *[Signature]*

(Signature)

As: Vice President

(Title)

**FACEMILE ASSIGNMENT
OF BENEFICIAL INTEREST**

for purposes of recording

Date June 2, 2005



Doc#: 051888057
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 06/02/2005 09:18 PM Pg: 1 of 2

The above space for recorder's use only

FOR VALUE RECEIVED, the assignor(s) hereby sell, assign, transfer, and set over unto assignee(s), all of the assignor's rights, power, privileges, and beneficial interest in and to that certain trust agreement dated the 10th day of May, 2005, and known as The Northern Trust Company Trust Number including all interest in the property held subject to said trust agreement.

The real property constituting the corpus of the land trust is located in the municipality(ies) of Chicago
 in the county(ies) of Cook, Illinois.

X Exempt under the provisions of paragraph C, Section 31-45
of the real property transfer tax act. This recording is made pursuant
to the land trust recordation and transfer tax act.

 Not Exempt - Affix transfer tax stamps below.

This instrument prepared by:
William A. McCall, Esq.

Chicago, IL 60610

Filing Instructions:

- 1) This document must be recorded with the recorder of the county in which the real estate held by this trust is located.
- 2) The recorded original or a stamped copy must be delivered to the trustee with the original assignment to be lodged.

STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

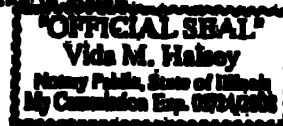
Dated June 2, 20 05

Signature: [Signature]

Grantor or Agent

Subscribed and sworn to before me
by the said

this 2nd day of June, 20 05
Notary Public [Signature]



The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

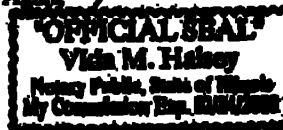
Dated June 2, 20 05

Signature: [Signature]

Grantee or Agent

Subscribed and sworn to before me

By the said
This 2nd day of June, 20 05
Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

29044224304



Noting to Date
1997

CITY OF CHICAGO
DEPARTMENT OF REVENUE
REAL PROPERTY TRANSFER TAX DECLARATION
FORM - 7061

STATUS []
For filers only

Note: This form must be filed out completely for ALL real estate transfers, including transfers for which an exemption is claimed (see Municipal Code 3-63-070). If any information is omitted, this declaration form will be deemed incomplete and you may be assessed penalties and interest. Please use black or blue ink. You must complete all pages of this form.

Section 1. General Information about Property

Street Number [] Direction [S]

Street Name []

Unit/Apt # [] Zip Code [2615]

PIN []

PIN []

PIN []

☒ Check here if an exempt transfer

☐ Check here if in central business district (the area bounded by Lake Shore Drive, Halsted Street, Roosevelt Road, and Armitage Avenue).

Type of property (check appropriate box below)

- | | | |
|---|--|---|
| 1. <input checked="" type="checkbox"/> Detached single family residence | 4. <input type="checkbox"/> Multi-unit residential building | 7. <input type="checkbox"/> Industrial |
| 2. <input type="checkbox"/> Condominium or Co-op | 5. <input type="checkbox"/> Mixed use (residential and commercial) | 8. <input type="checkbox"/> Vacant Land |
| 3. <input type="checkbox"/> Townhome | 6. <input type="checkbox"/> Commercial | 9. <input type="checkbox"/> Other (you must attach a description) |

Indicate number of residential units, if any: []

Section 2. Interest Transferred (check appropriate box below)

- | | | |
|--|--|---|
| 1. <input type="checkbox"/> Fee title | 3. <input type="checkbox"/> "Leased interest in a ground lease" | 5. <input type="checkbox"/> Interest in a real estate co-op |
| 2. <input checked="" type="checkbox"/> Beneficial interest in a land trust | 4. <input type="checkbox"/> "Controlling interest in a real estate entity" | 6. <input type="checkbox"/> Other (you must attach a description) |

29044224305

ACCOUNT NUMBER

REVISION NUMBER

For Use by Department of Revenue

Section 2. Transfers exempt from tax (check appropriate box below)

- A. ☐ Transfer of real property made prior to January 1, 1974, where the deed was recorded after that date, or assignment of beneficial interest in real property dated prior to July 19, 1986, where the assignment was delivered on or after July 19, 1986.
- B. ☐ Transfer involving real property acquired by or from a governmental body; or acquired by a not-for-profit charitable, religious, or educational organization; or acquired by any international organization not subject to local laws. (P&G notice granting 501(c)(3) exemption must be attached.)
- C. ☒ Transfer in which the deed, assignment or other instrument of transfer secures debt or other obligations.
- D. ☐ Transfer in which the deed, assignment or other instrument of transfer, without additional consideration, confirms, corrects, modifies, or supplements a deed, assignment, or other instrument of transfer previously recorded or delivered.
- E. ☐ Transfer in which the transfer price is less than \$500. You must explain (attach additional sheet if necessary).
- ☐ Transfer to trust by beneficiary (see).
- ☐ OR ☐ Other: _____
- F. ☐ Transfer in which the deed is a tax deed.
- G. ☐ Transfer in which the deed, assignment or other instrument of transfer releases property which secures debt or other obligations.
- H. ☐ Transfer in which the deed is a deed of partition. Note: If a party receives a share greater than his undivided interest in the real property, then it must pay tax on any consideration paid for the excess.
- I. ☐ Transfer between a subsidiary corporation and its parent or between subsidiary corporations of common parent pursuant to a plan of merger or consolidation or pursuant to an agreement providing for the sale of substantially all of the seller's assets.
- J. ☐ Transfer from a subsidiary corporation to its parent for no consideration other than the cancellation or surrender of the subsidiary's stock, or transfer from a parent corporation to its subsidiary for no consideration other than the issuance or delivery to the parent of the subsidiary's stock.
- K. ☐ Transfer made pursuant to a confirmed plan of reorganization as provided under section 1145 (c) of Chapter 11 of the U. S. Bankruptcy Code of 1978, as amended.
- Provide bankruptcy court docket number:
- State of Filing/Court District /
- L. ☐ Transfer of the life to, or beneficial interest in, real property used primarily for commercial or industrial purposes located in a city enterprise zone.
- Provide enterprise zone number:
- M. ☐ Transfer in which the deed is issued to the mortgagee or secured creditor pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure.
- N. ☐ Transfer in which the purchaser has completed the State of Illinois' Home Ownership Made Easy Program (HOME).

REVISION NUMBER

10-10-10

For use by Department of Revenue

1. Enter the earlier of (1) the date of delivery or (2) the date of recording of the instrument of transfer.

ငါတို့အားလုံး

- 2. Does any part of the transfer price consist of consideration other than cash? If yes, attach separate sheet with description of consideration.**

Yes ☐ No ☒

3. Is any part of the transfer price contingent upon the occurrence of a future event or the attainment of future levels of financial performance? If yes, attach explanation.

Yes ☐ No ☒

Section 8. Computation of tax stamps purchased (transfer price must be included on line 1, even if transfer is exempt; if exempt, do not multiply beyond line 1). NOTE: With the exception of line 2, you must round to the nearest whole number for the following amounts.

- 1. Transfer-pled note: Transfer price includes consideration in any form, determined without any deduction for mortgages). (see Sec. 3-33-020(f)).**

							00.	00
--	--	--	--	--	--	--	-----	----

- 2. Divide line 1 by \$500.00 (note: you must round up to the nearest number).**

--	--	--	--	--	--	--	--

- 3. Total value of tax stamps purchased (multiply line 2 by \$3.76)**

[illegible]

- 4. Interest (see Section 3-4-180)** _____

DATE . **06**

- 5. Partially (see Sections 3-4-200 and 3-33-110)**.....

[illegible]

- 6. Total tax, penalty, and interest due (add lines 3, 4, and 5)**
- \$ 1,000.00

[illegible]

7. Total tax, penalty, and interest paid
- \$1,000.00

[illegible]

Section 8. Title Company Information.

- ☐
- Check this box if a title company is not utilized.

Title Company Name

**Title Co. Representative**[illegible]**Title Company Code # (applicable only if the company needs Chicago tax stamps)**

--	--	--	--	--	--

ACCOUNT NUMBER

REVISION NUMBER

For use by Department of Revenue

Section 7, Attribution of Parties

Seller/Transferor Statement

Under penalty of perjury, I certify that I have examined this return and it is true, correct, and complete.

Name of Seller/Individual

PARASH

CARM

MICHELLE

Name of Seller if not individual (include trust name and number if trust)

Mailing Address (other side)

Daytime Phone Number

City

State

Zip

CHICAGO

IL

60616

Signature of Seller or Seller's agent (signature)

Date

06/05/2005

Name of Individual Signing Seller/Transferor Statement (if not the seller)

NANCY

K

QUINN

Title

PARALEGAL

Mailing Address

Daytime Phone Number

City

State

Zip

CHICAGO

IL

60610

Business or Firm Name

MILERS PARNHILL & GALLAND, P.C.

Buyer/Transferee Statement

Under penalty of perjury, I certify that I have examined this return and it is true, correct, and complete.

Name of Buyer/Individual

Name of Buyer if not individual (include trust name and number if trust)

Mailing Address (other side)

Daytime Phone Number

ACCOUNT NUMBER

REVISION NUMBER

For Use by Department of Revenue

City

State Zip

Signature of Buyer or Buyer's Agent (required)

Date

Name of Individual Signing Buyer/Transferor Statement (if not the buyer)

Title

Mailing Address

Outside Phone Number

City

State Zip

Business or Firm Name

Section 3. Department Certifications

1. **Building Registration Certificate.** A certificate of registration issued by the Department of Buildings is required for buildings containing either 3 or more family units or sleeping accommodations for 10 or more persons (except if the building is a condominium or a co-op) (Municipal Code 13-10-070). The certificate may be obtained from the Department of Buildings in room 903 of City Hall. Check the applicable box:

☐ Registration certificate submitted☒ Registration requirement is not applicable

2. **Zoning Compliance Certificate.** A certificate of zoning compliance is required for residential property zoned for, or occupied by, buildings having five or fewer units (except if the building is a condominium, a co-op, or a newly-constructed dwelling sold to the initial occupant) (Municipal Code 3-33-046). The certificate may be obtained from the Department of Zoning in room 802 of City Hall. Check the applicable box:

☐ Zoning certificate submitted☒ Zoning certificate is not required

3. **Water Department Certification** (available at 333 South State Street, Room L L10) is required for ALL non-exempt real property transfers.

The Department of Water certifies that all water and sewer charges rendered up to

are paid in full for property located at

Account #

Application #

Certified by

Date

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may elect to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of my monthly payment by the end of 15 business calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

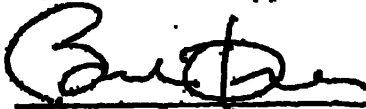
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or my interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

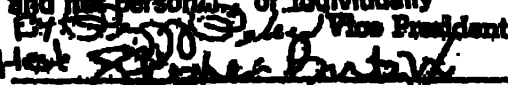
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Barack Obama

(Seal)
-Borrower


Michelle R. Obama

(Seal)
-Borrower

The Northern Trust Company, as
Trustee of the Trust Agreement
dated 10/1/03, 2003 and known
as Trust No.
and not personally or individually
liable, Vice President

Assistant Secretary

(Seal)
-Borrower

Exoneration provision restricting any liability
of the Northern Trust Company either stamped
on the reverse side hereof or attached hereto,
is incorporated herein.

(Seal)
-Borrower

(Seal)
-Borrower

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on behalf of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the net property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

29044224311

LENDER: The Northern Trust Company
DATE RECEIVED: 6/17/2015
LOAN NUMBER:
TOKENS: JAMES L. MURPHY JR.
CURRENT ADDRESS:

[illegible]

BYA acknowledges receiving and reading a complete copy of this disclosure.

Robert C. Brown / Guy William Wight
Robert Brown Guy William Wight

My dear Mr. [redacted]
 My father-in-law, Mr. [redacted]
 Attorney at Law
 [redacted]

The Northern Trust Company
3000 Lindenbank Road Mt. Laurel, NJ 08054

**RESTRICTION ON SUBSEQUENT
ASSIGNMENT AND EXECUTION OF DOCUMENTS**

In consideration of a loan (the "Loan") made by The Northern Trust Company to the undersigned and
TRUSTEE BANK FOR LAND TRUST: The Northern Trust Company not personally but solely as Trustee of that
certain Trust dated **LAND TRUST AGREEMENT DATE: 05/10/2005** Trust No. **LAND TRUST AGREEMENT**
NUMBER: ("Trust"), the undersigned beneficiaries ("Beneficiaries") of the Trust hereby covenant and agree
not to assign, transfer or hypothecate in any manner all or any part of the beneficial interest under the Trust. The
Beneficiaries authorize and direct that the Trustee not accept or register on its trust records any assignment or
execute any instrument upon the disposition of any party unless and until approved in writing by The Northern Trust
Company.

The Northern Trust Company agrees to release all of its rights under this document upon the later of the
cancellation of the Loan or the payment of all amounts due The Northern Trust Company.

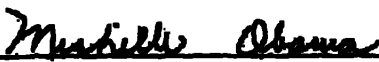
Trustee acknowledges receipt of this document.

29044224313

BENEFICIARIES:


Name: Barack Obama

29th day of May, 2005


Name: Michelle Obama

29th day of May, 2005

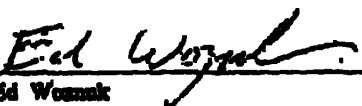
Name:

____ day of _____, 20____

Name:

____ day of _____, 20____

The Northern Trust Company

By: 
Ed Wozniak
PROCESSOR

23 day of May, 2005

ACCEPTED:

TRUSTEE BANK FOR LAND TRUST: The Northern Trust Company, as Trustee of the
Trust Agreement dated LAND TRUST AGREEMENT DATE: 05/10/2005
and known as Trust No. LAND TRUST AGREEMENT NUMBER: 10009

By:  (Seal)

Name: PADDY PETERS

Title: Vice President

Date: June 15, 2005

SIGNATURE/NAME AFFIDAVIT

DATE: June 18, 2008

LOAN #:

BORROWER: Barack Obama, Michelle R Obama

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

Michelle R Obama:

(Print or Type Name)

Michelle Obama
Signature

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

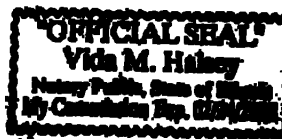
and that

Michelle R and Michelle Obama

and the same person.

WTS ONE

State/Commonwealth of IL
County/Parish of Cook



Subscribed and sworn (affirmed) before me
this 18th day of June

2008

Notary Public
Notary Public in and for
the State/Commonwealth of IL
County/Parish of Cook
My Commission Expires: 02/14/09

LENDER:
BORROWER(S):

The Northern Trust Company
Barack Obama
Michelle R Obama

PROPERTY ADDRESS:

LOAN NO:

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

STATE OF Illinois

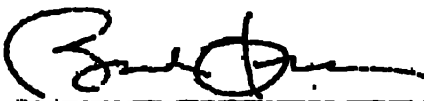
The undersigned Borrower(s) for and in consideration of the above-referenced Lender funding the closing of this loan agree, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs, or any Municipal Bonding Authority.


The undersigned Borrower(s) agree(s) to comply with all above noted requests by the above-referenced Lender within 5 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

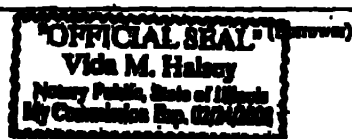
The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation, and to assure marketable title in the said Borrower(s).

Applicable to Portfolio Refinance Customers only - Repayment of Certain Escrow Disbursements


The undersigned Borrower(s) hereby acknowledge and agree that their Mortgage Loan was processed and closed as a portfolio refinance and that Lender may have made certain disbursements out of the escrow account on the previous loan just prior to the closing of this new loan. Such disbursements would have been for the payment of taxes, insurance or other escrow items on the subject property. In the event that Lender did make any such disbursements and they were not reflected on the closing documents for the new loan, Borrower(s) hereby authorize(s) Lender or Lender's direct or indirect successors or assigns to take the amount of such disbursements out of the escrow account or impound account established in connection with this new loan. Borrower(s) also agree(s) to repay such money in accordance with the instructions provided by Lender or a direct or indirect successor or assign.


Barack Obama (Borrower)


Michelle R. Obama (Borrower)



(Borrower)


(Notary Public)
My Commission Expires: 02/24/08

Return To:

The Northern Trust Company
3901 Michigan State Boulevard
Mn. Merrill, NY 08854

Prepared By:
Jennifer West, The Northern
Trust Company
3900 Rensselaer Road W.
Merrill, NY 08854

Doc#: 051700011
Subject: "Grant" Memo for 100.00
Cook County Recorder of Deeds
Date: 05/15/2008 09:11 AM Pg 1 of 10

Space Above This Line For Recording Date

MORTGAGE

Loan #:

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 14, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 14.

- (A) "Security Instrument" means this document, which is dated June 13, 2008 together with all Riders to this document.
(B) "Borrower" is The Northern Trust Company as Trustee of the Trust Agreement dated 05/15/2008 and known as Trust No. 19209

Borrower is the mortgagee under this Security Instrument.
(C) "Lender" is The Northern Trust Company

Lender is a Corporation
organized and existing under the laws of Illinois

ILLINOIS - Single Family - Purchase Money/Mortgage Note UNIFORM INSTRUMENT

Form 6814 1/01

05/15/2008

Page 1 of 15

Initials: CJD

WSP MORTGAGE FORMS - (800) 871-7271

Box 334

Original

29044224317

CTIC RG 57200780 ESZCWD NO ASS ON

Lender's address is 30 South LaSalle Street Chicago, IL 60678

Lender is the mortgagee under this Security Instrument.

(B) "Note" means the promissory note signed by Borrower and dated June 18, 2005

The Note states that Borrower owes Lender One Million Three Hundred Twenty Thousand Dollars and some cents (U.S. \$1,320,000.00) plus interest. Borrower has promised to pay this debt in regular periodic

payments and to pay the debt in full not later than July 1st, 2035

(C) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(D) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(E) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Million Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Weekly Payment Rider | <input checked="" type="checkbox"/> Other(s) (specify) |
| | | Land Trust Rider |

(F) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(G) "Condominium Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(H) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape as set to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(I) "Error Items" means those items that are described in Section 3.

(J) "Insurance Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentation of, or violations as to, the value and/or condition of the Property.

(K) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(L) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(M) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 1900), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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(7) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not the party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the

COUNTY

(Type or Recording Jurisdiction)

of Cook

(Name of Recording Jurisdiction)

WHO

Parcel ID Number:

which currently has the address of

(Street)

(City), Illinois 60615

(Zip Code)

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all accessories, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants said will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

2. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, institutionally, or out-of; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. Lender may return any payment or partial payment if the payment or partial payment are insufficient to bring the Loan current. Lender may accept any payment or partial payment notwithstanding to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied either, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it becomes due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charge due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) landlord payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Commonly Assessed Taxes, Fees, and Assessments, if any, be escrowed by Borrower, and such taxes, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

due for any Escrow funds for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payment and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow funds directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 9.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually auditing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the interest necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all debts secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Lien.** Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which can take priority over this Security Instrument, household payments or ground rents on the Property, if any, and Condominium Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can take priority over this Security Instrument, Lender may give Borrower a notice identifying the

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ten. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

3. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised circumstantially. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time mappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is technically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be conducted promptly. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires (except to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not technically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender abandons the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy:** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless unusual circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspection.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purpose. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any parent or entity acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may claim priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or asserting the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any notes secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

lender's duty to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, securing the Property (including, but is not limited to, opening the Property to water seepage, damage from, repairs or burst up down and windows, drain water from pipes, chimneys, heating or other such violations or dangerous conditions, that have not been insured on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts charged by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a loanhold, Borrower shall comply with all the provisions of the lease. If Borrower assigns the title to the Property, the loanhold (and the fee title) shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loan reserve in lieu of Mortgage Insurance. Such loan reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loan reserve. Lender can not require loan reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loan reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance releases Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another lender, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreement will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(9) Any such agreement will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance (reinstated) automatically, and/or to receive a refund of any Mortgage Insurance premiums that were incurred at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Prohibition. All Miscellaneous Proceeds are hereby assigned and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not impaired. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repair and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless otherwise agreed in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be impaired, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the same, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the same, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums are then due.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if cancellation has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Release; Forfeiture By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be obligated to commence proceedings against any Successor in Interest of Borrower or to refuse to accept them for payment or otherwise modify satisfaction of the loan secured by this Security Instrument by reason of any default made by the original Borrower or any Successor in Interest of Borrower. Any Subsequent by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or its exercise less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability Co-signing Successors and Assigns Defined.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to anticipate, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the debt secured by this Security Instrument; and (c) agrees that Lender will pay other Borrower can agree to extend, modify, forbear or make any representations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 11, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such charge collected from Borrower which exceeded permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notice.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirements will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law, Jurisdiction, Rules of Construction.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any amendments and deletions of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or provisions of this Security Instrument or the Note conflict with Applicable Law, such provision shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the institution gender shall mean and include corresponding male words or words of the masculine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a deed, for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may exercise any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (1) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (2) cures any default of any other covenants or agreements; (3) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (4) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a Federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note, Change of Loan Servicer, Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer assigned to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information REBA

WITNESS

29044224327

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined in any judicial action (in either an individual capacity or the transfer of a claim) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party before a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of specification and opportunity-as such given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means Federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, causes a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to stored residential use and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spill, leak, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to cure in the foreclosures proceeding the non-existence of a default or any later release of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any reproduction costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. **Waiver of Homestead.** In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

29044224329

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Agreement and in any Rider executed by Borrower and appended with it.

Witness:

Exemption provision restricting any liability of the Northern Trust Company either stamped on the reverse side hereof or attached hereto, is incorporated herein.

Attest: *Steph H. Binkley*
Steph H. Binkley
 Vice President

(Seal)
 The Northern Trust Company as Trustee of the Trust Agreement dated 05/15/2003 and known as Trust No. _____ and not personally or individually by _____ Vice President

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

 Trustee

 Borrower

 (Seal)
 Trustee

 (Seal)
 Borrower

EXHIBIT A LEGAL DESCRIPTION

The South 40 feet of the East 150 feet of Lot 2 and the North 30 feet of the East 150 feet of Lot 3, in Clark and Tinsley Subdivision of parts of Lots 7 to 10 inclusive, in Block 16 in Lyman, Leased and Woodbridge's Subdivision of the East 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Pin:

Address:

ARCheckLegal Description of 5041 2. Overlaid.doc

29044224331

STATE OF ILLINOIS, County of LAKE

I, _____
do hereby certify that

_____, a Notary Public in and for said county and

~~STATE OF ILLINOIS~~ Vice President

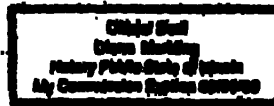
Stephen H. Dubielz ASSISTANT SECRETARY

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument,
signed before me this day in person, and acknowledged that he/she/they signed and delivered the said
instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of June, 2006

My Commission Expires:

Michael M. Muehlenberg
Notary Public



LAND TRUST RIDER TO THE MORTGAGE

This Rider is dated June 18, 2003, and is a part of and amends and supplements the Mortgage ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure a Note of the same date to The Northern Trust Company.

("Note Holder"). The Security Instrument covers the property described in the Security Instrument and located at _____

(Property Address)

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the right of any beneficiary of the trust agreement executed by the Trustee and covering the Property to lease, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Note Holder's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Lender's prior written permission. "Sale or transfer" means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests.
- C. The Trustee warrants that it possesses full power and authority to execute this Security Instrument.
- D. The Borrower described in the Security Instrument is the Trustee under the Trust Agreement dated 05/10/2003 and known as Trust _____. The Security Instrument is executed by the Trustee, not personally but as such Trustee in the exercise of the authority conferred upon it as Trustee under the trust described in the foregoing sentence. The Trustee is not personally liable on the Note secured by this Security Instrument.

By signing this Rider, the Trustee agrees to all of the above.

Exoneration provision restricting any liability of the Northern Trust Company either stamped on the reverse side hereof or attached hereto, is incorporated herein.

The Northern Trust Company

As Trustee under Trust Agreement

dated 05/10/2003

and known as Trust No. _____

and not personally or individually

By: [Signature] Vice President

(Signature)

Attest:
By: Stephen H. Smith
RESIDENT SECRETARY

It is expressly understood and agreed by and between the parties hereto, signing herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding fully that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the capacity of the person entrusted upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

29044224334

STREET ADDRESS:
CITY: CHICAGO
TAX NUMBER:

COUNTY: COOK

LEGAL DESCRIPTION:

THE SOUTH 45 FEET OF THE EAST 150 FEET OF LOT 2 AND THE NORTH 30 FEET OF THE EAST 150 FEET OF LOT 3, IN CLARK AND TRAINOR'S SUBDIVISION OF PARTS OF LOTS 7 TO 10 INCLUSIVE, IN BLOCK 18 IN LYNN, LYNN AND WOODBRIDGE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

29044224335



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form. This form can be completed electronically at www.revenue.state.il.us/etd.

Step 1: Identify the property and sale information.

1. Chicago 70K150
City and county of property or ZIP address, if different
2. Write the total number of parcels to be transferred. 1
3. Write the parcel identifying number and lot area or acreage.
Parcel identifying number 70K150 Lot area or acreage 70K150
4. Write additional parcel identifying number and lot area or acreage in Step 3.
5. Date of deed/trust document: 06/20/02
Month 06 Year 2002
6. Type of deed/trust document* (check all that apply): ☒ Warranty deed
☐ Quit claim deed ☐ Beneficial deed ☐ Trustee deed
Other specify: _____
7. ☒ Yes ☐ No Will the property be the buyer's principal residence?
8. ☒ Yes ☐ No Was the property advertised for sale or sold using a real estate agent?
9. Identify the property's present and intended primary use.
Current intended (check only one item per column with an "X")
a. ☐ Vacant land/lot
b. ☒ Residential (single-family, condominium, townhome, or duplex)
c. ☐ Mobile home residence
d. ☐ Apartment building (8 units or less) No. of units: _____
e. ☐ Apartment building (over 8 units) No. of units: _____
f. ☐ Office
g. ☐ Retail establishment
h. ☐ Commercial building (specify): _____
i. ☐ Industrial building
j. ☐ Farm
k. ☐ Other (specify): _____

Do not write in this area.
This space is reserved for the County Recorder's Office use.

County: _____
Date: _____
Doc. No.: _____
Vol.: _____
Page: _____
Received by: _____

10. Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change. (check all that apply)
Destruction/Change ☐ Additions ☐ Major remodel ☐
New construction ☐ Other specify: _____
Date of significant change: _____ Month _____ Year _____
11. Identify only the items that apply to this sale. (check all that apply)
a. ☐ Fulfillment of installment contract — year contract initiated: _____
b. ☐ Sale between related individuals or corporate affiliates
c. ☐ Transfer of less than 100 percent interest
d. ☐ Court-ordered sale
e. ☐ Sale in lieu of foreclosure
f. ☐ Condemnation
g. ☐ Auction sale
h. ☐ Seller/buyer is a relocation company
i. ☐ Seller/buyer is a financial institution or government agency
j. ☐ Buyer is a real estate investment trust
k. ☐ Buyer is a pension fund
l. ☐ Buyer is an adjacent property owner
m. ☐ Buyer is exercising an option to purchase
n. ☐ Trade of property (simultaneous)
o. ☐ Sale-leaseback
p. ☐ Other (specify): _____

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 17 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use is above is marked "a," "b," "c," "d," "e," "f," "g," "h," "i," "j," "k," "l," "m," "n," "o," "p," "q," "r," "s," "t," "u," "v," "w," "x," "y," "z," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplement Part A.

11. Full actual consideration* \$ 1,650,000
- 12a. Amount of personal property included in the purchase* \$
- 12b. Was the value of a mobile home included on Lines 11 and 12a? No
13. Subtract Line 12a from Line 11. This is the net consideration for real property. \$
14. Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11* \$
15. Outstanding mortgage amount to which the transferred real property remains subject* \$
16. If this transfer is exempt, use an "X" to identify the provision.* b k
17. Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax. \$
18. Divide Line 17 by 200. Round the result to the next highest whole number (e.g., 61.222 rounds to 62). 8
19. Whole tax stamp — multiply Line 18 by 0.52. \$ 4.16
20. County tax stamp — multiply Line 18 by 0.25. \$ 2.00
21. Add Lines 19 and 20. This is the total amount of transfer tax due. \$ 6.16

*See instructions.
PTAX-203 (9-700)

This form is prepared in accordance with 62 ILCS 205/1-1 of the Code of this State. It is subject to change without notice. The form has been approved by the Illinois Department of Revenue. IL-203-0227

29044224336

STREET ADDRESS: 3040 ...

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

THE SOUTH 40 FEET OF THE EAST 150 FEET OF LOT 3 AND THE NORTH 30 FEET OF THE EAST 150 FEET OF LOT 3, IN CLARK AND FRANKS SUBDIVISION OF PARTS OF LOTS 7 TO 10 INCLUSIVE, IN BLOCK 16 IN LOMAX, LARSEN AND WICKERIDGER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

29044224337

Date: 05/17/2010
Export "Base" Price: \$98.00
Cash Delivery Payment of Base:
Dates CONTRACTING OFFER-AM Pgs 1 of 6

This space aside for recorder's use only.

Commonly known as: 5041.

பின்!

**Real Estate
Transfer Stamp
\$12,375.00**

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate public streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, power and authority vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to cancel, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals. To partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or connected appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

This space for affixing riders, revenue stamps and exempt stamp.

Document Number

Box 334

In no case shall any party dealing with said trustee in relation to said premises, or to which said premises or any part thereof shall be conveyed, encumbered to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreements and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such mortgage, lease or other instrument, (2) that at the time of the delivery thereof the trust created by this instrument and by said Trust Agreements was in full force and effect, (3) that such mortgage or other instrument was executed in accordance with the trust, conditions and limitations contained in this instrument and in said Trust Agreements and in each instrument thereof and binding upon all beneficiaries thereunder, (4) that said trustee was fully authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (5) if the mortgage is made to a successor or successors in trust, that each successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the trustee in their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, profits and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorandum, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in each case made and provided.

And the said grantor(s) hereby expressly waive(s) and release(s) and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor(s) aforesaid having hereunto set his/her/their hand(s) and seal(s) this 5 of June, 2005

Sally Rudnick (Seal)
SALLY RUDNICK

Frederic R. Wenzel (Seal)
FREDERIC R. WENZEL

(Seal)

(Seal)

State of Illinois

County of COOK

PREPARED BY:

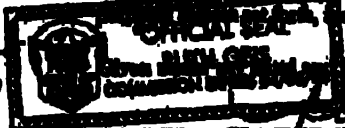
NOTARY PUBLIC

3631 S. Halsted

CHICAGO, IL 60607

The undersigned a Notary Public in and for said County, in the State aforesaid, does hereby certify that Sally Rudnick and Frederic R. Wenzel

personally known to me to be the same person(s) whose name(s) have subscribed to the foregoing instrument, appeared before me this day in person and acknowledged signing, sealing, and delivering the said instrument as a free and voluntary act, for the uses and purposes therein expressed, including the release and waiver of the right of homestead.



Witness my hand and seal this 6-15-05

Frederic R. Wenzel Notary Public

Tax Mailing Address NORTHERN TRUST TRUSTEE U/T/D

DATED 5/10/2005, TRUST # 100000

3631 S. HALSTED ST., CHICAGO, IL

3631 S. HALSTED ST., CHICAGO, IL 60607

For information only insert street address of above described property.

Deliver to:

Trust Department

THE NORTHERN TRUST COMPANY,

P.O. Box 391

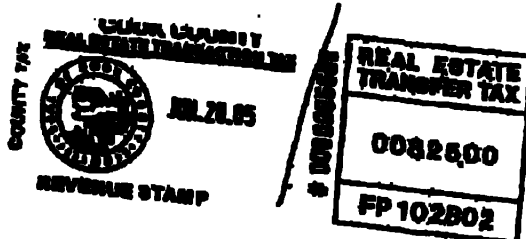
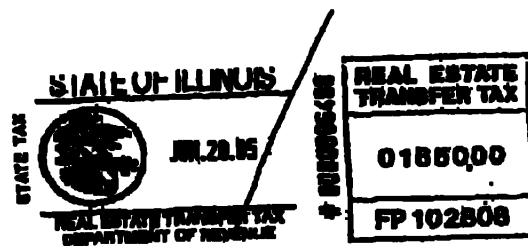
Laurel Forest, Illinois 60045

29044224339

STREET ADDRESS: 5316 S. GREEK AVE
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER:

LEGAL DESCRIPTION:

THE SOUTH 40 FEET OF THE EAST 150 FEET OF LOT 2 AND THE NORTH 16 FEET OF THE EAST 150 FEET OF LOT 2, IN CLARK AND TRIMMER'S SUBDIVISION OF PARTS OF LOTS 7 TO 10 INCLUSIVE, IN BLOCK 18 IN LEXAN, LAMAR AND WOODRIDGE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



29044224340



CHICAGO TITLE AND TRUST COMPANY

171 N. WABASH STREET, CHICAGO, ILLINOIS 60601

EXEMPTION CERTIFICATE: Section A and EITHER Section B, C, or D (as applicable)
must be completed and signed by ALL persons owning a sale/benefit.

RECEIVING NO.:

A NOTICE REGARDING FOREIGN INVESTMENT IN SMALL BUSINESS TAX ACT; SEC. 1445, INTERNAL REVENUE CODE

Section 1445 of the Internal Revenue Code provides that a partnership, trust, or other entity which is not a U.S. person and which is not a U.S. resident alien, and which is not a U.S. citizen, shall not be treated as a U.S. person for purposes of the Small Business Tax Act.

Under the Small Business Tax Act, a partnership, trust, or other entity which is not a U.S. person and which is not a U.S. resident alien, and which is not a U.S. citizen, shall not be treated as a U.S. person for purposes of the Small Business Tax Act.

If a partnership is required, each partner must certify the partnership's status for the purposes of the Small Business Tax Act.

CHICAGO TITLE AND TRUST COMPANY is not authorized by law to advise you on this matter. We suggest that you consult with your attorney or accountant.

This form must be signed and submitted by each partner, trust, or other entity which is not a U.S. person and which is not a U.S. resident alien, and which is not a U.S. citizen.

Signature

Signature

John J. Grier, atty
for Sellers

B CERTIFICATION OF NONFOREIGN STATUS (Individual)

Section 1445 of the Internal Revenue Code provides that a partnership, trust, or other entity which is not a U.S. person and which is not a U.S. resident alien, and which is not a U.S. citizen, shall not be treated as a U.S. person for purposes of the Small Business Tax Act.

1. I am not a nonresident alien for purposes of the Small Business Tax Act.
2. My U.S. taxpayer identification number is _____.
3. My home address is _____.

I understand that this certificate may be disclosed to the Internal Revenue Service by the transferee, and that my false statement I have made here could be subject to criminal penalties.

Under penalty of perjury I declare that I have executed this certificate and to the best of my knowledge and belief it is true, correct and complete.

Date: 6-15-05

John J. Grier, atty

C CERTIFICATION OF NONFOREIGN STATUS (Corporation, Partnership, Trust, or Other Entity)

Section 1445 of the Internal Revenue Code provides that a partnership, trust, or other entity which is not a U.S. person and which is not a U.S. resident alien, and which is not a U.S. citizen, shall not be treated as a U.S. person for purposes of the Small Business Tax Act.

Under the Small Business Tax Act, a partnership, trust, or other entity which is not a U.S. person and which is not a U.S. resident alien, and which is not a U.S. citizen, shall not be treated as a U.S. person for purposes of the Small Business Tax Act.

1. _____ is not a foreign corporation, foreign partnership, foreign trust, or foreign entity (as those terms are defined in the Internal Revenue Code and Section 1445).
2. _____ U.S. taxpayer identification number is _____.
3. _____ understands that this certificate may be disclosed to the Internal Revenue Service by the transferee, and that my false statement I have made here could be subject to criminal penalties.

Under penalty of perjury I declare that I have executed this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of _____.

Date: _____

Signature

D INSTRUCTIONS REGARDING THE WITHHOLDING OF TAX ON DISPOSITIONS OF UNITED STATES REAL PROPERTY INTERESTS

You have received this notice because you are a transferee of a U.S. real property interest, and you are required to withhold tax on the disposition of such interest. The transferee is the person who is required to withhold tax on the disposition of a U.S. real property interest.

We have stated on this notice the applicable provisions of Section 1445 of the Internal Revenue Code, and therefore instruct you that you should not attempt to avoid the application of Section 1445 to this transaction.

Signature

Signature

Signature

Signature

CHICAGO

29044224341

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-61)

CHICAGO TITLE INSURANCE COMPANY

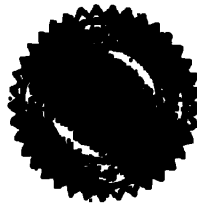
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY



James M. McFarlane

President

ATTEST:

John C. [Signature]

Secretary

29044224342

229044224343

[illegible]

24. **Right of Access:** The right of access of the operator thereof has been recorded in the public records of State of Texas and not otherwise and no person who would have known prior to State of Texas which would be showing any his right of a person or the value without knowledge.

(ii) created, suffered, acquired or agreed to by the injured element;

(c) resulting in no loss or damage to the insured claimants;

(4) attending or permitted subsequent to Date of Policy; or

(c) **wrecking in loss or damage which would not have been sustained if the insured claimant had paid value for the coins or interest insured by this policy.**

(4) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

(4) the transportation creating the estate or interest insured by this policy being deemed a preferential transfer amount where the preferential transfer results from the failure:

(a) To briefly record the instrument of transfer; or

(b) of such recollection to impart notice to a purchaser for value or a judgment or lien creditor.

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)
SCHEDULE A**

POLICY NO.:

DATE OF POLICY: JUNE 21, 2005

AMOUNT OF INSURANCE: \$1,650,000.00

1. NAME OF INSURED:

**THE NORTHERN TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10, 2005 AND
KNOWN AS TRUST NUMBER**

**2. THE ESTATE OR INTEREST IN THE LAND AND WHICH IS COVERED BY THIS POLICY IS A
FEE SIMPLE, UNLESS OTHERWISE NOTED.**

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE INSURED.

**4. THE LAND HEREIN DESCRIBED IS ENCUMBERED BY THE FOLLOWING MORTGAGE OR TRUST DEED
AND ASSIGNMENTS:**

**MORTGAGE DATED JUNE 15, 2005 AND RECORDED JUNE 21, 2005 AS DOCUMENT 0517233011
MADE BY THE NORTHERN TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 10,
2005 AND KNOWN AS TRUST NUMBER TO THE NORTHERN TRUST COMPANY TO SECURE A
NOTE FOR \$1,320,000.00**

AND THE MORTGAGES OR TRUST DEEDS, IF ANY, SHOWN IN SCHEDULE B HEREOF.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

CPCLAW

AB2

06/21/05

11:36:41

29044224344

CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)
SCHEDULE A (CONTINUED)

POLICY NO. 1

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THE SOUTH 40 FEET OF THE EAST 150 FEET OF LOT 2 AND THE NORTH 20 FEET OF THE EAST 150 FEET OF LOT 3, IN CLARK AND THOMAS SUBDIVISION OF PARTS OF LOTS 7 TO 10 INCLUSIVE, IN BLOCK 15 IN EDEN, LAMOND AND WOODBRIDGE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

01/18/05

AB2 05/21/05 11:35:42

29044224345

CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)
SCHEDULE B

NOTWITHSTANDING THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS OF THIS POLICY, ALL ENDORSEMENTS, IF ANY, ATTACHED HERETO ARE VALID DESPITE THE LACK OF SIGNATURE BY EITHER THE PRESIDENT, A VICE PRESIDENT, THE SECRETARY, AN ASSISTANT SECRETARY, OR VALIDATING OFFICER OR AUTHORIZED SIGNATORY OF THE COMPANY.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE SUSTAINED BY THE INSURED (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) BY REASON OF THE FOLLOWING EXCEPTIONS:

GENERAL EXCEPTIONS:

- (1) RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
- (2) ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- (3) EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- (4) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- (5) TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

SPECIAL EXCEPTIONS: THE MORTGAGE, IF ANY, REFERRED TO IN ITEM 4 OF SCHEDULE A.

A 6.

1. TAXES FOR THE YEAR(S) 2004 AND 2005
2005 TAXES ARE NOT YET DUE OR PAYABLE.

- 1A. NOTE: 2004 FIRST INSTALLMENT WAS DUE MARCH 01, 2005
NOTE: 2004 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAXES	PCD	YEAR	1ST INST	STAT
	1 OF 1	2004	\$9,878.00	PAID

- U 7. TERMS AND PROVISIONS CONTAINED IN ORDINANCE OF THE CITY OF CHICAGO RECORDED AS DOCUMENT NO. 98935934 WITH RESPECT TO THE KENWOOD HISTORIC DISTRICT.

- 6 8. EASEMENT RESERVED IN WARRANTY DEED FROM VID-MOR INC., TO E AND
CHKS DATED MAY 31, 1979 AND RECORDED JULY 5, 1979 AS DOCUMENT
25035862 FOR INGRESS AND EGRESS OVER THE NORTH 20 FEET OF THE LAND.

**CHICAGO TITLE INSURANCE COMPANY
OWNER'S POLICY (1992)
SCHEDULE B**

**EXCEPTIONS FROM COVERAGE
(CONTINUED)**

9. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE WEST 5 FEET OF THE SOUTH 10 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH UTILITIES, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT. RECORDED OCTOBER 28, 1978 AS DOCUMENT 25212821.
10. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE WEST 5 FEET OF THE SOUTH 10 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH GAS SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO THE PEOPLES GAS LIGHT AND COKE COMPANY RECORDED JANUARY 9, 1980 AS DOCUMENT 25311921.
11. ENCROACHMENT OF THE 2 1/2 STORY BRICK BUILDING LOCATED ON THE LAND OVER AND ONTO THE EASEMENT FOR INGRESS AND EGRESS NOTED ABOVE AT LETTER F AS SHOWN ON THE PLAT OF SURVEY MADE BY RALPH SEKURNE AND ASSOCIATES, DATED JANUARY 10, 1991 AS NO. 70528.
12. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.

CHICAGO TITLE INSURANCE COMPANY
POLICY SIGNATURE PAGE

POLICY NO.:

THIS POLICY SHALL NOT BE VALID OR BINDING UNTIL SIGNED BY AN AUTHORIZED SIGNATORY.

CHICAGO TITLE INSURANCE COMPANY

BY



AUTHORIZED SIGNATORY

29044224348

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER**

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

ENDORSEMENT (GENERAL)

THE COMPANY HEREBY INSURES THE INSURED AGAINST LOSS OR DAMAGE WHICH THE INSURED SHALL SUFFER BY REASON OF THE ENTRY OF ANY FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, DENYING THE RIGHT TO MAINTAIN THE IMPROVEMENTS AS NOW LOCATED ON THE LAND, BECAUSE OF THE ENCROACHMENT(S) AS NOTED IN SCHEDULE B AT EXCEPTION LETTER(S) J.

THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE EXTENT EXPRESSLY STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT THEREOF.

ENDORSEMENT

**ATTACHED TO AND FORMING A PART OF
POLICY NUMBER**

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

POLICY NOTIFICATION ENDORSEMENT 4

**GENERAL EXCEPTION NUMBERS 1, 2, 3, 4 AND 5 OF SCHEDULE B OF THIS POLICY ARE
HEREBY DELETED.**

**THIS ENDORSEMENT IS MADE A PART OF THE POLICY AND IS SUBJECT TO ALL OF THE TERMS
AND PROVISIONS THEREOF AND OF ANY PRIOR ENDORSEMENTS THERETO. EXCEPT TO THE
EXTENT OTHERWISE STATED, IT NEITHER MODIFIES ANY OF THE TERMS AND PROVISIONS OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT EXTEND THE EFFECTIVE DATE OF
THE POLICY AND ANY PRIOR ENDORSEMENTS, NOR DOES IT INCREASE THE FACE AMOUNT
THEREOF.**

CONDITIONS AND STIPULATION

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Insured": the insured named in Schedule A, and, subject to any right of subrogation the Company may have, shall include the insured named, then or afterwards, in the interest of the insured named by operation of law or by assignment from purchase including, but not limited to, heirs, devisees, executors, administrators, personal representatives, and of his or her estate or statutory successors.

(b) "Insured interest": an interest including but not limited to:

(i) "Insurable interest": an insurable interest, not contingent interest, in real or personal property, or in any interest in real or personal property, as defined in this policy or any other statute which insures the interest in real or personal property.

(ii) "Insured": the insured named in Schedule A, and, subject to any right of subrogation the Company may have, shall include the insured named, then or afterwards, in the interest of the insured named by operation of law or by assignment from purchase including, but not limited to, heirs, devisees, executors, administrators, personal representatives, and of his or her estate or statutory successors.

(c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "Public records": records established under state statute of Date of Policy for the purpose of recording instruments of real property relating to real property in jurisdictions for which the insured is insured. With respect to Section 1(b) of the Uniformed Services of America, "public records" shall also include instruments of real property recorded in the records of the state of the United States which are not in the records of the state in which the land is located.

(e) "Unavailability of the insured": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would create a purchaser of the title or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only as long as the insured retains an estate or interest in the land, or holds an insurable interest secured by a purchase money mortgage given by a purchaser from the insured, or only as long as the insured shall be liable by reason of covenant of warranty made by the insured in any deed or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured or other (i) an estate or interest in the land, or (ii) an insurable interest secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(c) below, (ii) in case knowledge shall come to an insured claimant of any claim of title or interest which is adverse to the estate or interest, as insured, and which might create loss or damage for which the Company may be liable by terms of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters in which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 5 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion is necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder; and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or commenced a defense as required or permitted by the provisions of this policy, the Company may bring any litigation to trial or settlement by a final or temporary judgment and may, at its discretion, in its sole discretion, to appeal any final judgment or order.

(d) In all cases where this policy requires the Company to prosecute or defend an action or proceeding, the insured shall, at the Company's expense, assist in the Company's defense or prosecution, and all expenses incurred, and shall the Company to this, in its action, the name of the insured for all purposes. However, requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, including discovery, depositions, interrogatories, and answers, and (ii) in any other matter which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligation to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters relating to such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notice required under Section 3 of these Conditions and Stipulations hereon provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 60 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the claim in, or loss or expenditure on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, in the event possible, the basis of estimating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligation to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorney's fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorney's fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorney's fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the outside by the Company at either of the options provided for in paragraph (b)(i) or (b)(ii), the Company's obligation to the insured under this policy for the covered loss or damage, other than the payments required to its costs, shall terminate, including any liability or obligation to defend, prosecute or conduct any litigation.

10. SUBROGATION, EXTENT OF LIABILITY AND CONTRIBUTION

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of certain insured perils against which this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the limit set forth in:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 50 percent of the value of the insured estate or interest at the Date of Policy on which the loss or damage occurred, or if subsequent to the Date of Policy an improvement is made on the land which increases the value of the insured estate or interest by at least 50 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 100 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Specifications.

11. APPORTIONMENT

(a) The land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of such separate parcels to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

12. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

13. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro rata.

14. LIABILITY NONCONCURRENT

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is made in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter entered by an insured and which is a charge or lien on the estate or interest insured or referred to in Schedule A, and the amount so paid shall be credited as a payment under this policy to the insured owner.

15. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy or endorsement of the payment where the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Specifications, the loss or damage shall be payable within 30 days thereafter.

16. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property involved in the claim had this policy not been issued. It is understood by the Company the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, defend, arbitrate or settle in the name of the insured claimant and in the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to those rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the payment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured in indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

17. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with the issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the state of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

18. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing executed in blank or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

19. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

20. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North LaSalle Street

29044224352

RECORDATION REQUESTED BY:
THE NORTHERN TRUST
COMPANY
88 SOUTH LA SALLE STREET
CHICAGO, IL 60676

Debit Post: \$48.00
Expense "Date" where FROM: 10/15/05
Cook County Records of Deeds
Date: 10/15/05 09:02 AM Pg. 1 of 1

WHEN RECORDED MAIL TO:
THE NORTHERN TRUST
COMPANY
88 SOUTH LA SALLE STREET
CHICAGO, IL 60676

FOR RECORDER'S USE ONLY

This Mortgage prepared by:
Madeline Ouellet
THE NORTHERN TRUST COMPANY
88 SOUTH LA SALLE STREET
CHICAGO, IL 60676

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$350,000.00.

THIS MORTGAGE dated November 14, 2005, is made and executed between The Northern Trust Company as Trustee under Trust Agreement dated May 10, 2005 and Known as Trust Number 16208, whose address is 285 Desperado, Lake Forest, IL 60045 (referred to below as "Grantor") and THE NORTHERN TRUST COMPANY, whose address is 88 SOUTH LA SALLE STREET, CHICAGO, IL 60676 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

THE SOUTH 40 FEET OF THE EAST 180 FEET OF LOT 2 AND THE NORTH 30 FEET OF THE EAST 180 FEET OF LOT 3, IN CLARK AND TRAINERS SUBDIVISION OF PARTS OF LOTS 7 TO 10 INCLUSIVE, IN BLOCK 16 IN LYMAN, LAMMED AND WOODBRIDGE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8041 S. LA SALLE ST., CHICAGO, IL 60615. The Real Property tax identification number is

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor

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under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor as long as Grantor complies with all the terms of the Credit Agreement and Related Documents.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LAYED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor ^{beneficiaries of} agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor ^{beneficiaries of} represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor ^{beneficiaries of} has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owner or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor ^{beneficiaries of} authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor ^{beneficiaries of} hereby (1) released and waived any future claims against Lender for indemnity or contribution in the event Grantor is liable for cleanup or other costs under any such law; and (2) agreed to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership of

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interest in the Property, whether or not the same was or should have been loaned to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's satisfaction of any interest in the Property, whether by foreclosure or otherwise.

Interference, Waste. Grantor shall not cause, conduct or permit any nuisance nor activity, process, or matter any shipping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those sets forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security

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satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender shall shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the title or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the title and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurance satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insured in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of your credit line and the full unpaid principal balance of any prior loans on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such

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Existing indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LANDLORD'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender or Grantor's initial may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Provisions. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified,

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amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future extension under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding to condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in fee of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

REPAYMENT OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) bonds the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, cover or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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Address. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (such as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or unrecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, statements of further encumbrances, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to establish, complete, perfect, confirm, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agree to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real Estate and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happens: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds of the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any

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other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may enforce its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not

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provided by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights that become a part of the indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of its expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of recording records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurances, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale, shall be given in writing, and shall be effective when actually delivered, when actually received by the addressee (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addressee shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MAXIMUM INDEBTEDNESS. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$800,000.00.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest

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**MORTGAGE
(Continued)**

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or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Substitution and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of foreclosure or otherwise without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means The Northern Trust Company as Trustee under Trust Agreement dated May 10, 2005 and Known as Trust Number 10809 and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated November 14, 2005, with credit limit of \$200,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.750% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as at, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall be subject to the following maximum rate. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than (except for any higher default rate shown below) the lesser of 20.000% per annum or the maximum rate allowed by applicable law. The maturity date of this Mortgage is October 15, 2015. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-469 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means The Northern Trust Company as Trustee under Trust Agreement dated May 10, 2005 and Known as Trust Number 10809.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste

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MORTGAGE (Continued)

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as defined by or listed under the Environmental Laws. The term "Hazardous Substance" also includes, without limitation, petroleum and petroleum hydrocarbons of any fraction listed and substance.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed to the Real Property, fixtures, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, substitutions of, modifications of, and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means THE NORTHERN TRUST COMPANY, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

THE NORTHERN TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 18, 2005 AND KNOWN AS TRUST NUMBER [redacted] and not personally or individually

By: [Signature] Vice President Attest: [Signature] ASSISTANT SECRETARY
Authorized Signer for The Northern Trust Company as Trustee under Trust Agreement dated May 18, 2005 and Known as Trust Number [redacted]

Exemption provision restricting any liability of the Northern Trust Company either stamped on the reverse side hereof or attached hereto, is incorporated herein.

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MORTGAGE
(Continued)

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TRUST ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Lake

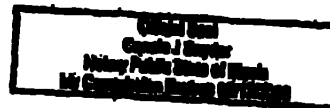
On this 25th day of November, 2005 before me, the undersigned Notary Public, personally appeared Stephen H. Harkins, Trustee

, and known to me to be (an) authorized trustee(s) or agent(s) of the Trust that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is lawfully authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the trust.

By Connie J. Harkins Residing at Lake Forest, IL

Notary Public in and for the State of ILLINOIS

My commission expires _____



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

-----Original Message-----

From: FREDERICK B. WOODFORD
Sent: Thursday, February 07, 2008 8:51 PM
To: Bauer, Bob (Perkins Cole)
Subject: RE: Request for Confirmation

Dear Mr. Bauer,

I confirm that the three points below are accurate.

Sincerely,

Fred Woodford

>>> "Bauer, Bob (Perkins Cole)" <RBauer@perkinscole.com> 02/07/08 8:51 PM >>>

Dear Dr. Woodford:

I appreciate your willingness to confirm the points at issue in the interview with Tim Burger of Bloomberg News.

Please be assured that I have emphasized to Mr. Burger that you are speaking this on this occasion only, and that as you have explained to me, you and your wife choose not to speak further on this subject, to the press or otherwise.

These are points I have relayed from your previous account to me, and on which Mr. Burger would like to have confirmation directly from you:

1. That in the course of the negotiation over the sales price of the house, Senator and Mrs. Obama made several offers until the one accepted at \$1.65 million, and that this was the best offer you received on the house.

2. That in these negotiations, you and your wife did not offer or give the Obamas a "discount" on the house price on the basis of or in relation to the price offered and accepted on the lot.

3. That the closing date, on which the sale of both the house and the lot were both completed, was specified by you, and that for your own reasons, you had stipulated that the closing dates for the two properties were to be the same.

Please confirm if this accurately states the facts of this matter.

And, again, thank you.

EXHIBIT 3

29044224367



PACS

Northern Trust Contributions to Federal Candidates

Select a Cycle: **2004**

House		Senate	
Total to Democrats: \$875		Total to Democrats: \$2,250	
Total to Republicans: \$2,500		Total to Republicans: \$0	
Recipient	Total	Recipient	Total
Harris, Katherine (R-FL)	\$500	Bayh, Evan (D-IN)	\$1,000
Hastert, Dennis (R-IL)	\$1,000	Obama, Barack (D-IL)	\$1,250
Mack, Connie (R-FL)	\$1,000		
Rush, Bobby L (D-IL)	\$125		
Schakowsky, Jan (D-IL)	\$550		

Based on data released by the FEC on May 18, 2005.

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